

**SERIAL 05196 IGA TWO-WAY RADIOS-Motorola**

**DATE OF LAST REVISION: December 05, 2007 CONTRACT END DATE: November 30, 2008**

**CONTRACT PERIOD BEGINNING DECEMBER 01, 2005  
ENDING NOVEMBER 30, ~~2006~~ 2007 2008**

**TO: All Departments**

**FROM: Department of Materials Management**

**SUBJECT: Contract for TWO-WAY RADIOS – Motorola**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract P-7288-05. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:  
[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 7257402.**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

## Communications Products Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector, North America Group ("Motorola"), having a place of business at 6450 Sequence Drive, San Diego, CA 92121, and the City of Phoenix ("Phoenix" when referred to individually and "Customer" or "Cooperative Use Agency" as defined in Section 2), a municipal corporation duly organized and existing under the laws of the State of Arizona, enter into this Communications Products Agreement ("Agreement") effective this 2nd day of June, 2003 (the "Effective Date"), pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

### Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over the Exhibits and any inconsistencies between the Exhibits will be resolved in the order in which they are listed below.

- Exhibit A Motorola "Software License Agreement"
- Exhibit B Quantity Purchase Agreement
- Exhibit C Motorola's Response to City of Phoenix Request for Proposal P03-011, Phoenix Regional Wireless Network Project, 800MHz Subscriber Equipment
- Exhibit D City of Phoenix Request for Proposal P03-011, Phoenix Regional Wireless Network Project, 800MHz Subscriber Equipment, including City of Phoenix Purchasing Division General Bidding Instructions and Conditions of Purchase (Service Procurements)
- Exhibit E City of Phoenix Project Schedule dated as of April 24, 2003
- Exhibit F List of Categories awarded to Motorola
- Exhibit G Cooperative Use Agencies

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

"Contract Price" means the total amount that is paid to Motorola by Customers for the Products, exclusive of any applicable sales or similar taxes and freight charges, over the term of this Agreement and any extensions thereof.

"Contract Release Order" means the City of Phoenix purchasing instrument.

"Cooperative Use Agency" means any agency eligible for the Special Offer Program, including the City of Phoenix, City of Mesa, all agencies listed in Exhibit G, and any other agencies that may become a party to either the City of Phoenix Regional Wireless Network (PRWN) or the City of Mesa Trunked Arizona Open Network (TOPAZ) at a future date, in which event Phoenix or Mesa will provide notice to Motorola of such fact, together with a copy of the applicable Intergovernmental Agreement (IGA).

"Customer" means the City of Phoenix, City of Mesa, Cooperative Use Agencies, and any other agencies, entities, and users that are authorized to purchase products from Motorola in accordance with this Agreement.

"Equipment" means the hardware listed in the List of Products.

"Infringement Claim" means a claim that the Equipment manufactured by Motorola or the Motorola Software infringes a United States patent or copyright, or the trademark, trade secret, or other intellectual property rights of a third party.

"Motorola Software" means Software that Motorola owns.

"Products" mean the Equipment and Software provided by Motorola under this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software in object code format that is furnished with the Products and which may be listed on the List of Products.

"Special Offer Program" means the "special offer" pricing as provided in Exhibit C, Attachment E, Price Sheets, and allowances (excluding trade-in and programming) offered to Phoenix, Mesa, and Cooperative Use Agencies as part of the Quantity Purchase Agreement.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

3.1 SCOPE OF WORK. Motorola will provide, ship and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2 QUANTITY PURCHASE AGREEMENT: Exhibit B is a Quantity Purchase Agreement with limited eligibility, as defined in the Quantity Purchase Agreement. Motorola agrees that all Products purchased under the Quantity Purchase Agreement will count, by category, toward the cumulative category totals in determining Customer's unit pricing.

3.3 ORDER AND DELIVERY. Shipment will be initiated upon receipt by Motorola of a Contract Release Order (CRO) or similar purchase order specifying the unit with all options and quantity of units (by category). A minimum 90-day lead time shall be provided from receipt of CRO to requested ship. Motorola agrees that time is of the essence in shipping the Products, and Motorola agrees to ship the Products on or before the shipment date specified in the CRO or the purchase order, provided Motorola is given the minimum ninety (90) days lead time. Partial shipments will not be allowed unless Customer specifically requests partial shipment and agrees to partial payments.

3.3.1 Only the following named individuals are authorized to sign procurement documents, including purchase requests and Contract Release Orders, for Phoenix:

John Gardner	Wireless Services Manager
Bill Phillips	PRWN Project Manager
Dave Scott	Radio Shop Supervisor

3.4 INVENTORY. Motorola will provide purchase order and shipping inventory information to Phoenix and Mesa at the time of unit shipments from the factory. This information shall include unit make, model, serial number, software version, and audio encoder/decoder software version.

3.4.1 COMPATIBILITY/INTEROPERABILITY. Phoenix and Mesa will conduct testing on the radio frequency (RF) infrastructure during the technical evaluation period to determine compatibility and interoperability. This testing will include, but not be limited to: failure recovery, mobility management, multi-site simulcast operation, the ability to roam without operator or dispatcher intervention, and the ability for inter-system roaming.

3.5 CHANGE ORDERS. Either party may request changes within the general scope of this Agreement. All work under the Agreement will be coordinated with the parties' project managers. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.6 TECHNOLOGY UPGRADES. Motorola may propose adding additional products to this Agreement on the basis of technology upgrades. Phoenix and Mesa will evaluate and approve proposed technology upgrades on the basis of cost savings and enhanced value to be provided to Phoenix and Mesa.

3.7 TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date, and continue for a period of two (2) years. Phoenix may, at its option and with Motorola's approval, extend the period of this Agreement up to three (3) additional one-year terms. Motorola will be notified in writing by Phoenix of its intent to extend the contract period at least sixty (60) calendar days prior to the expiration of the term.

3.8 OTHER EQUIPMENT OR SOFTWARE. During the Term of this Agreement, Customer may order other equipment or software provided it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. The applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional equipment or software. Payment is due within thirty (30) days after receipt of the invoice, and Motorola will send Customer an invoice as the additional equipment is shipped or software is licensed.

3.9 ADDITIONAL OPTIONS. Options and accessories for Products available under this Agreement not specifically listed in the Proposal Price Sheets are offered at the current Motorola Domestic Net User Price.

3.10 PURCHASES BY CUSTOMER. Each Customer will issue a Contract Release Order or purchase order (or similar purchasing document) that specifically states:

"This purchase is made pursuant to the provisions of City of Phoenix Agreement No. P-7288-05 between Motorola and the City of Phoenix. By issuing this purchase order, issuer agrees that the applicable provisions, terms and conditions of the Agreement, as well as the Software License Agreement which is Exhibit A to the Agreement, govern this purchase."

Customer will issue and send the Contract Release Order or purchase order (or similar purchasing document) directly to Motorola with a copy to:

Bill Phillips  
City of Phoenix Information Technology Department  
149 North 4<sup>th</sup> Avenue  
Phoenix, AZ 85003

Cooperative Use Agencies or other agencies utilizing this Agreement agree to execute a Software License Agreement using Motorola's then current standard form if requested by Motorola.

3.10.1 PURCHASES BY OTHER AGENCIES. Federal agencies, tribal entities, non-governmental entities and government entities that are not Cooperative Use Agencies, may purchase Products at Motorola's prices as provided in Exhibit C, Attachment E, Price Sheets, provided such purchases are specifically approved in writing by Motorola, which approval Motorola may withhold in its reasonable discretion. If Motorola agrees to a

purchase by a non-governmental entity, such entity must be providing emergency or other governmental functions pursuant to a contract with a State or local government and must satisfy Motorola's credit and other qualification requirements.

**3.11 MAINTENANCE SERVICE.** This Agreement does not cover maintenance or support of the Products except as provided under the warranty or, if applicable to Customer, the Quantity Purchase Agreement.

**3.12 REPLACEMENT PARTS.** Motorola shall provide replacement parts for Products for five (5) years from the date of last manufacture. Motorola shall provide replacement parts at their list prices less a 15% discount, excluding test equipment, tools, manuals and software.

Motorola, upon request from Customer, shall provide a recommended list of spare parts, together with pricing, that might be purchased by Customers that wish to perform in-house maintenance. The recommended list of spare parts will address mobile radios, portable radios, control stations, antennas, and other parts required for maintenance of the Products covered by this Agreement.

**3.13 MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement attached as Exhibit A.

#### **Section 4 PERFORMANCE SCHEDULE**

If this Agreement includes the performance of services, the services will be described in a separate Statement of Work.

#### **Section 5 PAYMENT OF CONTRACT PRICE**

**5.1 CONTRACT PRICE.** Except for eligibility for Special Offer Pricing under the Quantity Purchase Agreement, this Agreement does not require the purchase of a minimum number of Products; therefore, there is no absolute value for this Agreement. Motorola will submit to Customer invoices for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within thirty (30) days after the receipt of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

**5.2** In the event Phoenix fails to meet the requirements of the Special Offer Program provided in the Quantity Purchase Agreement (Exhibit C, Attachment E, Price Sheets), pricing will revert to the quantity price schedule as detailed in Exhibit C, Attachment E, Price Sheets, providing unit prices based on quantities purchased per category. Phoenix will be invoiced for the price difference for all units delivered to Phoenix under this Agreement.

5.3 OVERDUE INVOICES. Motorola will provide Customer with written notification of overdue invoices. Beginning ten (10) business days after Customer's receipt of notification, undisputed overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. Motorola agrees that Customer is not liable at any time for any interest payments, whether imposed under this Section or by any statute, on an overdue invoice for Products that Motorola failed to ship on or before the shipment date specified in a CRO or purchase order sent to Motorola in compliance with Section 3.3, regardless of the cause for the delay in shipment, including Force Majeure.

5.4 FREIGHT, TITLE AND RISK OF LOSS. All freight charges will be pre-paid by Motorola and added to the invoices. Title and risk of loss to Products will pass to Customer upon delivery to Customer's designated receiving point, except that title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices. Motorola is responsible for making demurrage agreements and settlement with carriers for their shipments.

## **Section 6 SITES AND SITE CONDITIONS**

6.1 ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

6.2 SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites are safe, secure and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the Products; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the Products; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the Products.

## **Section 7 ACCEPTANCE**

Acceptance of the Products will occur upon delivery to Customer's designated receiving point.

## **Section 8 REPRESENTATIONS AND WARRANTIES**

8.1 EQUIPMENT WARRANTY. For one (1) year from the date of shipment ("Warranty Period"), Motorola warrants that the Equipment will be free from defects in materials and workmanship. Motorola warrants that Motorola is fully aware of the requirements set forth in the RFP as modified by Motorola's response and the intended

use of the Products to be provided by Motorola to the extent that they are described in the RFP and Motorola's response. Motorola warrants that the Equipment will be new and undamaged. Motorola warrants that services and Products provided under this Agreement will perform according to the specifications and requirements set forth in Motorola's proposal (Exhibit C). Any product sample provided to Phoenix and Mesa for technical evaluation shall create an express warranty that the whole of the goods shall conform to the sample or model.

**8.2 MOTOROLA SOFTWARE WARRANTY.** For one (1) year from the date of shipment, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section applicable to the Motorola Software.

**8.3 EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) damage resulting from use of the Equipment in other than its normal and customary manner; (ii) damage occurring from misuse, accident, water, or neglect (the term "misuse" refers to the operation of the Equipment and means not used in accordance with the Equipment's operation manuals and the written information on the Equipment's operation as provided by Motorola through formal training programs or other written instructions provided under this Agreement); (iii) damage occurring from improper testing, maintenance, installation, alteration, modification, or adjustment not provided or authorized by Motorola; (iv) breakage or damage to antennas unless caused directly by defects in material, installation, or workmanship; (v) Equipment which has had the serial number removed or made illegible; (vi) batteries (because they carry their own separate limited warranty); (vii) freight costs to ship Equipment to the repair depot; (viii) scratches or other cosmetic damage to Equipment surfaces that do not affect the operation of the Equipment; and (ix) normal or customary wear and tear.

**8.4 WARRANTY CLAIMS.** Before the expiration of the warranty period, Customer must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties. Upon receipt of such notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) exercise all commercially reasonable effort to repair the defective Equipment or Motorola Software or replace it with the same or equivalent product. If Motorola, despite its reasonable efforts, is unable to repair or replace Equipment or Software, Motorola will refund the price of the defective Product. Such action will be the full extent of Motorola's liability hereunder. Repaired or replaced Product is warranted for the balance of the original applicable Warranty Period. All replaced Products or parts will become the property of Motorola.

**8.5 ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original Customer purchasing the Products and are not assignable or transferable.

8.6 **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 9 DELAYS**

Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

## **Section 10 DISPUTES**

10.1. **SETTLEMENT PREFERRED.** Motorola and Customer will attempt to settle any claim or controversy arising from this Agreement (except for an Infringement Claim) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Customer within thirty (30) days after notice by one of the parties demanding non-binding mediation. Motorola and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

10.2. **LITIGATION.** Any Infringement Claim and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation shall then be submitted by either party to a court of competent jurisdiction in the State of Arizona. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party.

10.3. CONTINUATION DURING DISPUTES. Both parties agree that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of this Agreement, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

## **Section 11 DEFAULT AND TERMINATION**

If a party fails to perform or otherwise breaches a material obligation under this Agreement, the other party may consider the non-performing party to be in default, unless a Force Majeure causes such failure. If the performing party asserts a default, it will give the non-performing party written and detailed notice of the default; and the non-performing party will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to the performing party. If the non-performing party provides a cure plan, it will begin implementing the cure plan immediately after receipt of the performing party's approval of the plan. If the non-performing party fails to cure the default, the performing party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement. If a termination for cause by Phoenix is later determined to have been wrongful or improper for any reason, such termination shall, at Phoenix's option, be deemed to be converted to a termination for convenience.

11.1 TERMINATION FOR CONVENIENCE. Customer reserves the right to terminate any resulting order, and Phoenix reserves the right to terminate this Agreement upon thirty (30) days' written notice. Phoenix may exercise the reserved right to terminate for convenience even if Motorola has not failed to perform any part of this Agreement and Phoenix is then in default. If Phoenix is in default for non-payment on the date of termination for convenience, Phoenix shall cure the non-payment default within a reasonable time. If there is a termination for convenience, Customer will be liable for Product delivered to the date of such termination, and for reasonable costs associated with cancellation of subcontracts, services actually completed, and, if applicable, for the abrupt termination of the Agreement. Customer will be responsible only for those standard items, which have been delivered. Title to all materials, work-in-process and completed but undelivered goods will pass to Customer after such costs are claimed and allowed. Motorola shall submit detailed cost claims in an acceptable manner and shall permit Customer to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

## **Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Motorola will defend, at its own expense, any suit brought against Customer, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that the Equipment or Motorola Software which is licensed to Customer pursuant to the Software License Agreement infringes a United States patent or copyright or is based on a claim that the Equipment or Motorola Software infringes the trademark, trade secret, or other intellectual property rights of another. Motorola will pay those costs and damages finally awarded against the Indemnified Parties in any

such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Motorola must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) Customer shall cooperate with Motorola in its conduct of the defense of the claim by providing Motorola reasonable authority, information, and assistance. Should the Equipment or Motorola Software which is licensed to Customer pursuant to the Software License Agreement become, or in Motorola's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, Customer will permit Motorola, at its option and expense, to either procure for Customer the right to continue using the Equipment or Motorola Software which is licensed to Customer pursuant to the Software License Agreement, or to replace or modify the same so that it becomes non-infringing. If Motorola, despite its reasonable efforts, is unable to procure for Customer the right to continued use or to replace or modify the same so that it becomes non-infringing, or to take other corrective actions which are reasonable under the circumstances, Motorola will grant Customer a refund for the Product as depreciated and accept return of the infringing Product. The depreciation amount will be a straight-line depreciation based on a 10-year Product life. Motorola will have no liability with respect to any Infringement Claim that is based upon the combination of the Equipment or Software furnished hereunder with software, apparatus or devices not furnished by Motorola, or upon the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Equipment or Software. The foregoing states the entire liability of Motorola with respect to Infringement Claims by the Equipment and Software or any parts thereof.

### **Section 13 LIMITATION OF LIABILITY**

Except for (1) personal injury or death, (2) damage to or loss of tangible personal property, or (3) Infringement Claims, Motorola's total liability, regardless of when the claim or action for damages arises and whether the claim or action is for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the actual damages recoverable under law, but not to exceed the Contract Price. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** The types of damages described in exceptions (1) through (3) above shall not be deemed to be "special," "incidental," "indirect," or "consequential." No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought after the applicable Statute of Limitations or more than four (4) years after the accrual of such cause of action, whichever occurs first.

## **Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **14.1. CONFIDENTIAL INFORMATION.**

14.1.1. During the term of this Agreement, the parties may provide the other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; (v) is explicitly approved for release by written authorization of the disclosing party; or (vi) is provided by Motorola to Customers who are subject to Arizona's Public Records Law and is required to be disclosed under that law.

14.1.2. Concerning the Confidential Information provided to it by the other party, each party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own Confidential Information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any Proprietary Rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

### **14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.**

14.2.1. Motorola owns and retains all of its Proprietary Rights in the Equipment and Software. The third party manufacturer of any Equipment owns and retains all of its Proprietary Rights in the Equipment. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested

exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. This Agreement does not involve any Software that is a "work made for hire."

14.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Concerning the Motorola Software, Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so.

## **Section 15 GENERAL**

15.1 TAXES. The Contract Price does not include any amount for federal, state or local excise, sales lease, services, rental, use, property, occupation, or other taxes, assessments, or duties, all of which (other than federal, state, and local taxes based on Motorola's income or net worth) will be paid by Customer except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of such taxes (including any applicable interest and penalties) within thirty (30) days after the receipt of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

15.1.1 Federal - State - City Excise Taxes. The City of Phoenix is exempt from Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be furnished upon request. Sales or leases to Phoenix are not exempt from State of Arizona or City of Phoenix Transaction Privilege or Privilege License Taxes on the gross receipts of sales or leases.

15.1.2 Tax Responsibility Qualification. Motorola agrees to establish, to the satisfaction of Phoenix, that any and all fees and taxes due the City of Phoenix or the State of Arizona for any License or Transaction Privilege Taxes, Use Taxes or similar excise taxes are currently paid (except for matters under legal protest).

Motorola agrees to a waiver of the confidentiality provisions contained in the City of Phoenix Finance Code and any similar confidentiality provisions contained in the statutes of the State of Arizona relative to State Transaction Privilege Taxes or State Use Taxes. Such waiver is limited, and extends only to the issue of determining whether Motorola complies with State Transaction Privilege Taxes or State Use Taxes, and for no other purpose.

15.2 ASSIGNABILITY. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment, provided written notification is submitted to Phoenix at least thirty (30) days prior to assignment. Any assignment made in violation of this Section is void.

15.3 SUBCONTRACTING. Motorola may subcontract any portion of the work, but such subcontracting will not relieve Motorola of its duties under this Agreement. Motorola will provide written notification to Phoenix of its intent to subcontract and with whom. Phoenix reserves the right to approve any subcontractors, such approval not to be unreasonably withheld.

15.4 WAIVER. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

15.5 SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

15.6 INDEPENDENT CONTRACTORS. Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be an employee or agent of the other party.

15.7 HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

15.8 GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Arizona. Any and all legal disputes arising under this Agreement that are not resolved pursuant to Section 10.1 will be tried according to the law of the State of Arizona and the parties agree that the venue for any such action will be in the appropriate court located in the State of Arizona, County of Maricopa.

15.9 ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a

written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

15.10 NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile if it is confirmed within ten (10) days of its transmission by mailing a duplicate of such communication:

If intended for Phoenix:

City of Phoenix Information Technology Department  
ATTN: Alice Stallings  
251 West Washington Street, 6<sup>th</sup> Floor  
Phoenix, AZ 85003

Telephone: (602) 261-8481  
FAX: (602) 534-4119  
E-Mail: [alice.stallings@phoenix.gov](mailto:alice.stallings@phoenix.gov)

If intended for Motorola:

Motorola, Inc.  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

15.11 COMPLIANCE WITH APPLICABLE LAWS. Motorola will comply with all federal, state and local laws regulations, and ordinances that are applicable and relevant to the performance of its duties under this Agreement including, but not limited to, the Arizona Worker's Compensation Act and all Federal and state tax laws. Because Motorola will be acting as an independent contractor, Customer assumes no responsibility for Motorola's acts.

15.11.1 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTRACT ACT OF 1986 (IRCA) REQUIRED. Motorola understands and acknowledges the applicability of the IRCA to it. Motorola agrees to comply with IRCA in performing under this Agreement and agrees to permit Customer to inspect relevant personnel records for the limited purpose of verifying compliance with IRCA.

15.12 AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

15.13 SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.3 (Order and Delivery); Section 3.10 (Replacement Parts); Section 3.13 (Motorola Software); Section 8 (Representations and Warranties); Section 10 (Disputes); Section 12 (Patent and Copyright Infringement Indemnification); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); Section 15.14 (Indemnity Clause); and Section 15.18 (Insurance).

15.14 INDEMNITY CLAUSE. Motorola agrees to indemnify, defend, save and hold harmless Customer, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent or willful acts or omissions of Motorola or its employees, agents, representatives, volunteers or subcontractors; such indemnity does not cover the negligence or willful acts or omissions of any indemnified party; and if a third party alleges joint negligence, each party is liable only for the amount of damages allocated to that party in direct proportion to that party's percentage of fault, as apportioned by a court, and their respective attorneys' fees and costs of defense.

15.15 OFFSET PROVISIONS. Motorola will recognize and be required to abide by the provisions of the City Charter of the City of Phoenix, which require and demand that no payment be made to any Contractor as long as there is any outstanding liquidated undisputed obligation due to the City of Phoenix and direct that any such obligations be offset against any payment due the Contractor under any contract resulting hereunder.

15.16 FISCAL YEAR CLAUSE. Motorola recognizes that this Agreement shall commence upon the day first provided therein and continue in force and effect until termination in accordance with its provisions. All parties will recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 each year, shall be subject to Phoenix City Council budget approval providing for or covering such contract items as an expenditure in said budget. The City of Phoenix does not represent that said budget item will be actually adopted, the determination being the determination of the Phoenix City Council at the time of the adoption of the budget herein.

15.17 ORGANIZATION EMPLOYMENT DISCLAIMER. This Agreement DOES NOT constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties will be only those expressly set forth therein. Motorola agrees that no persons supplied by it in the performance of said contract are employees of Customer and further agrees that no rights of Customer's civil service, retirement or personnel rules accrue to such persons.

Motorola will have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by Motorola in the performance of any resulting contract and will save and hold Customer harmless with respect thereto.

15.18 INSURANCE. Motorola shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. Phoenix in no way warrants that the minimum limits contained herein are sufficient to protect Motorola from liabilities that might arise out of the purchase and use of the commodities sold under this Agreement by Motorola, its agents, representatives, employees or subcontractors and Motorola is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Motorola shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the City of Phoenix.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The general liability policy will contain the following provisions:

1. Motorola's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days' prior written notice has been given to Phoenix. Such notice shall be sent directly to:

City of Phoenix  
Information Technology Department  
251 West Washington Street, 6th Floor  
Phoenix, AZ 85003-2295  
ATTENTION: Alice Stallings

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than B+ VI. Phoenix in no way warrants that the above-required minimum insurer rating is sufficient to protect Motorola from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Motorola shall furnish Phoenix with certificates of insurance (ACORD form or equivalent approved by Phoenix) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by Phoenix before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to:

City of Phoenix  
Information Technology Department  
251 West Washington Street, 6th Floor  
Phoenix, AZ 85003-2295  
ATTENTION: Alice Stallings

The Phoenix project/Agreement number and project description are to be noted on the certificate of insurance. In the event a claim is filed against Phoenix, Phoenix reserves the right to require Motorola to provide complete, certified copies of all insurance policies required by this Agreement. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF PHOENIX RISK MANAGEMENT DIVISION.**

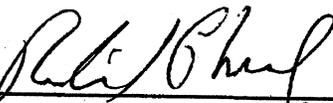
F. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the City of Phoenix Law Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

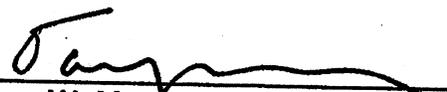
15.19 CANCELLATION; CONFLICTS OF INTEREST. Motorola acknowledges that this Agreement is subject to cancellation, pursuant to the provisions of 38-511, Arizona Revised Statutes

The parties hereby enter into this Agreement as of the Effective Date.

MOTOROLA, INC.  
A Delaware corporation,  
Commercial, Government, and Industrial  
Solutions Sector, North America Group

CITY OF PHOENIX  
A municipal corporation,  
Frank Fairbanks, City Manager

By:   
RICHARD P. NEAL

By:   
Danny W. Murphy  
Chief Information Officer

Title: Vice President + General Mgr.  
MOTOROLA, INC.

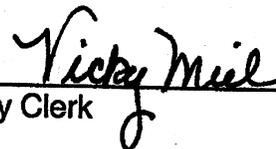
Date: 6/5/03

Date: June 3, 2003

Approved as to form:

By:   
Acting City Attorney

Attest:

By:   
City Clerk

# Quantity Purchase Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector ("Motorola") and the City of Phoenix, Arizona ("Customer"), hereby enter into this Quantity Purchase Agreement ("Agreement") effective this 2nd day of June, 2003 (the "Effective Date").

For good and valuable consideration, the parties agree as follows:

## Section 1 Attachments

The Attachments listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over the Attachments and any inconsistency between the Attachments will be resolved in the order in which they are listed below.

Attachment A: Current distribution of product by category to be purchased under this Quantity Purchase Agreement

Attachment B: Service Plan

Attachment C: Encrypted Service Plan (ESP)

## Section 2 Definitions

Capitalized terms used in this Agreement shall have the same meanings as those provided in the Section 2, Definitions, of the Communications Products Agreement.

## Section 3 Scope of Agreement and Term

3.1 SCOPE OF AGREEMENT. Motorola will provide special pricing and allowances as specified in its Special Offer Program (excluding trade-in and programming) for the minimum of 9000 units purchased under this Quantity Purchase Agreement. Current contract value is established in Attachment A.

3.1.1 The Special Offer Program includes, at no additional cost:

3.1.1.1 Discounted prices as detailed in Exhibit C, Attachment A, Price Sheets.

3.1.1.2 Service Plan as detailed in Attachment B.

3.1.1.3 Encrypted Service Plan as detailed in Attachment C.

3.1.1.4 Ruggedized portable radios as detailed in Exhibit C, Attachment E.

3.1.1.5 Spare batteries as detailed in Exhibit C, Attachment E.

3.1.1.6 Software support.

3.1.1.7 Freight costs to ship Equipment to the repair depot.

3.1.2 Initial software support for the units will be provided pursuant to the terms and conditions of the Enhanced System Support (ESS) Plan previously agreed to by the parties in City of Phoenix Agreement No. 92483. The ESS plan will commence upon infrastructure system acceptance. The ESS services for the subscriber units shipped during the term of the ESS plan shall continue until the expiration of the system ESS Period (one year after infrastructure system acceptance).

Upon expiration of the ESS, and at no additional cost, the Software Subscription Agreement coverage will commence and will continue for two (2) years beyond the City of Phoenix Regional Wireless Network (PRWN) and City of Mesa Trunked Open Arizona Network (TOPAZ) infrastructure ESS Plan, contingent upon the City of Phoenix and the City of Mesa contracting for continuing infrastructure Software Subscription coverage for that additional term. Software Subscription Agreement coverage expires for all units two (2) years from the expiration of the ESS or three (3) years from date of shipment, whichever occurs first.

Software Subscription coverage will apply to those units operating on the PRWN or TOPAZ infrastructure regardless of agency. The Software Subscription does not apply to units purchased for use on systems other than the PRWN or TOPAZ.

3.1.3 Other Categories: All categories of subscriber units awarded to Motorola, including other units as outlined in Section 3.4 of the Communications Products Agreement (Technology Upgrades), are eligible for purchase under this Agreement at the time of award and can be counted toward the 9,000 quantity.

3.1.4 The failure of Phoenix, in conjunction with the other Cooperative Use Agencies, to purchase 9,000 or more radio units, shall not constitute a default or breach of this Quantity Purchase Agreement. In the event of such failure, pricing will revert to the quantity price schedule as detailed in Exhibit C, Attachment E, Price Sheets, providing unit prices based on quantities purchased per category. Phoenix will be invoiced for the price difference for all units delivered to Phoenix under this Agreement.

3.2 TERM. Contract Release Orders or purchase orders (or similar purchasing documents) must be received within two (2) years of the Effective Date and must have a requested ship date within three (3) years from the Effective Date.

## **Section 4 General**

4.1 COMPLIANCE WITH LAWS. Customer will comply with all applicable laws and regulations, including export laws and regulations of the United States. Customer will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Motorola.

- 4.2 **WAIVERS.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
- 4.3 **ASSIGNMENTS.** Motorola may assign any of its rights or subcontract any of its obligations under this Agreement without prior notice to or consent of Customer.
- 4.5 **GOVERNING LAW.** This Agreement will be governed and construed according to the laws of the State of Arizona.
- 4.6 **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
- 4.7 **INDEPENDENT CONTRACTOR'S STATUS.** It is understood and agreed by the parties that Motorola is, and will remain, an independent contractor under this Agreement. Motorola will be liable to Customer for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
- 4.8 **INDEMNIFICATION.** Motorola agrees to indemnify, defend, save and hold harmless Customer, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent or willful acts or omissions of Motorola or its employees, agents, representatives, volunteers or subcontractors; such indemnity does not cover the negligence or willful acts or omissions of any indemnified party; and if a third party alleges joint negligence, each party is liable only for the amount of damages allocated to that party in direct proportion to that party's percentage of fault, as apportioned by a court, and their respective attorneys' fees and costs of defense. This section shall survive the termination of this Agreement for any reason.
- 4.9 **CONFLICTS OF INTEREST.** The parties acknowledge this Agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- 4.10 **PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION.** Motorola will defend, at its own expense, any suit brought against Customer, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement infringes a United States patent or copyright or is based on a claim that the Equipment or Motorola Software infringes the trademark, trade secret, or other intellectual property rights of another. Motorola will pay those costs and damages finally awarded against the Indemnified Parties in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Motorola must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) Customer shall cooperate with Motorola in its conduct of the defense of the claim by providing Motorola reasonable authority, information, and

assistance. Should the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement become, or in Motorola's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, Customer will permit Motorola, at its option and expense, to either procure for Customer the right to continue using the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement, or to replace or modify the same so that it becomes non-infringing. If Motorola, despite its reasonable efforts, is unable to procure for Customer the right to continued use or to replace or modify the same so that it becomes non-infringing, or to take other corrective actions which are reasonable under the circumstances, Motorola will grant Customer a refund for the Product as depreciated and accept return of the infringing Product. The depreciation amount will be a straight-line depreciation based on a 10-year Product life. Motorola will have no liability with respect to any Infringement Claim that is based upon the combination of the Equipment or Motorola Software furnished hereunder with software, apparatus or devices not furnished by Motorola, or upon the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Equipment or Software. The foregoing states the entire liability of Motorola with respect to Infringement Claims by the Equipment and Software or any parts thereof. This section shall survive the termination of this Agreement for any reason.

- 4.11 **NON-DISCRIMINATION.** Motorola will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability, nor otherwise commit an unfair employment practice. Motorola will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, gender, national origin, age, or disability. Such action will include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or forms of compensation; and selection for training, including apprenticeship.

Motorola further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services, in connection with this Agreement. This clause will also be incorporated into all job-consultants' agreements or subleases in any way pertaining to Motorola's performance under this Agreement.

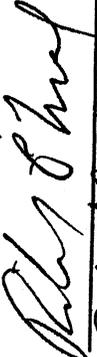
- 4.12 **CONTINUATION DURING DISPUTES.** The parties agree that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of this Agreement, each party will continue to perform its obligations during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court.
- 4.13 **COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA).** Motorola understands and acknowledges the applicability of IRCA to it. Motorola agrees to comply with IRCA in performing under this Agreement and agrees to permit Customer to inspect relevant personnel records for the limited purpose of verifying compliance with IRCA.
- 4.14 **LIMITATION OF LIABILITY.** EXCEPT FOR (1) PERSONAL INJURY OR DEATH, (2) DAMAGE TO OR LOSS OF TANGIBLE PERSONAL PROPERTY, OR (3) INFRINGEMENT CLAIMS, MOTOROLA'S TOTAL LIABILITY, REGARDLESS OF WHEN

THE CLAIM OR ACTION FOR DAMAGES ARISES AND WHETHER THE CLAIM OR ACTION IS FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO CUSTOMER'S ACTUAL DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED CONTRACT PRICE. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THE TYPES OF DAMAGES DESCRIBED IN EXCEPTIONS (1) THROUGH (3) ABOVE SHALL NOT BE DEEMED TO BE "SPECIAL," "INCIDENTAL," "INDIRECT," OR "CONSEQUENTIAL." NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT AFTER THE APPLICABLE STATUTE OF LIMITATIONS OR MORE THAN FOUR (4) YEARS AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, WHICHEVER OCCURS FIRST. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

- 4.15 **AUTHORITY TO EXECUTE AGREEMENT.** Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

The parties hereby enter into this Agreement as of the Effective Date.

MOTOROLA, INC.  
A Delaware corporation,  
Commercial, Government, and Industrial Solutions Sector,  
North America Group

By:   
Richard P. NEAL

Title: Vice President + General Manager  
MOTOROLA, INC.

Date: Jan 3, 2003

CITY OF PHOENIX  
A municipal corporation,  
Frank Fairbanks, City Manager

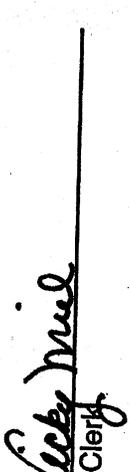
By:   
Danny W. Murphy  
Chief Information Officer

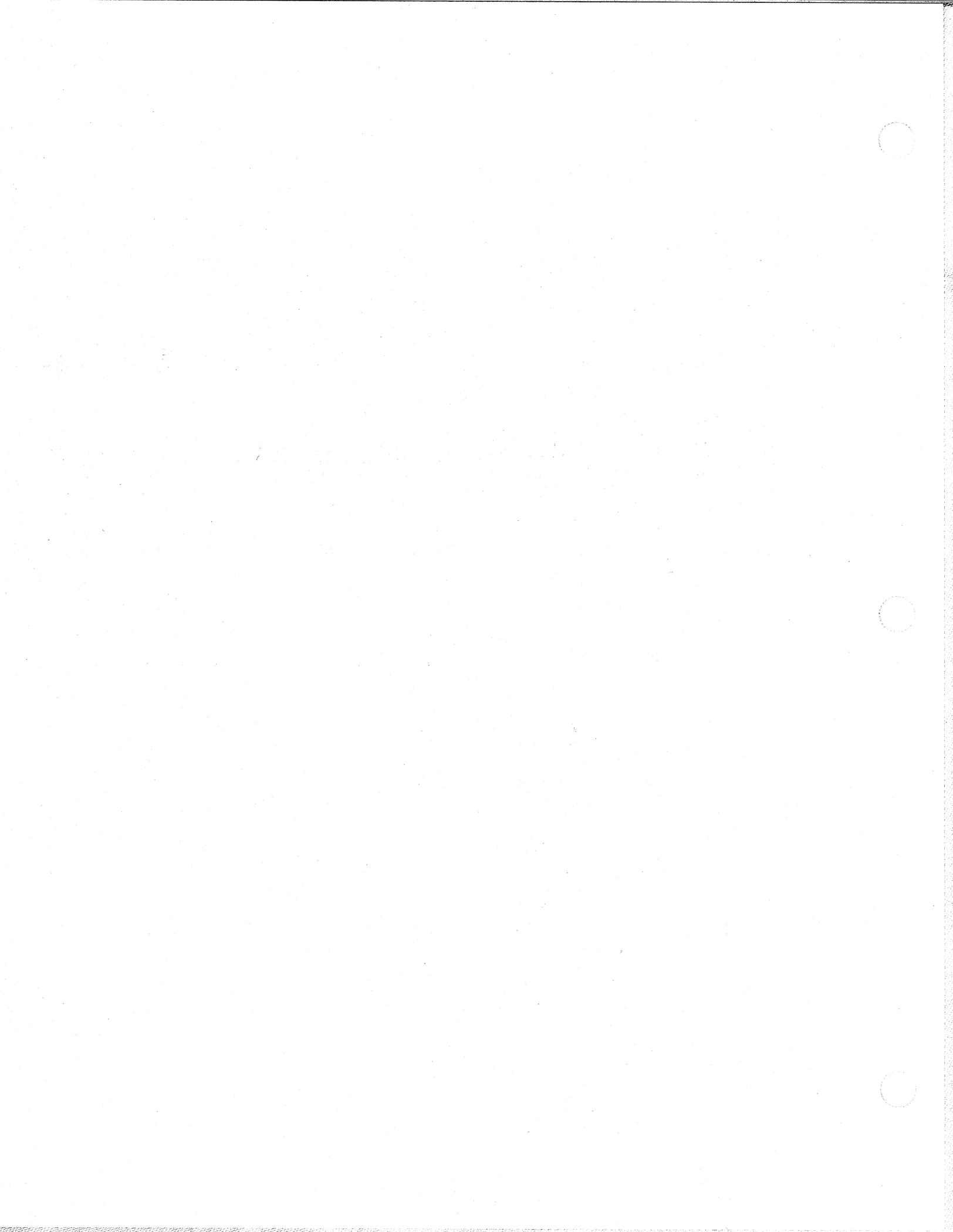
Date: 6/5/03

Approved as to form:

By:   
Acting City Attorney Ms.

Attest:

By:   
City Clerk



**Attachment A**

**Current distribution of product by category to be purchased under this Agreement,  
not to fall below 9,000 from all eligible agencies.**

<b>Qty</b>	<b>Categories (subject to award)</b>	<b>Description</b>	<b>Lowest Bid Price</b>	<b>Extended</b>
7,000	1,4,8,15	High Tier Mobile and Portable and Control Station Categories	\$3,597.00	\$ 25,179,000.00
2,000	3,6,9	Mid and Low Tier Mobiles or Portables	\$2,306.00	\$ 4,512,000.00
<b>Accessories &amp; Miscellaneous</b>			<b>\$</b>	<b>\$ 309,000.00</b>

# **Attachment B Service Plan**

## **Description of Service**

The service plan is available in addition to Motorola's warranty as provided in Section 8 of City of Phoenix Agreement No. P-7288-05. Service performed under this plan consists of repair or replacement of the covered equipment as set forth in the terms and conditions herein. Service is provided by a designated Motorola facility. This plan is extended by Motorola, Inc. ("Motorola") to the City of Phoenix, City of Mesa, and Cooperative Use Agencies ("Customer") only. This plan is not assignable or transferable to any other party and applies within the fifty (50) United States and the District of Columbia.

## **Equipment Covered**

Subscriber equipment includes portables, mobiles and consolettes such as, but not limited to, the Astro Spectra Plus, XTS2500, and XTS5000. In addition, two-way subscriber standard palm microphones and single mobile control heads are covered provided that they are required for normal operation of the equipment and are included at the point of manufacture.

## **Equipment Excluded**

Excluded equipment includes: encryption; analog voice secure board (manufactured by Transcrypt); custom or special products; belt clips; optional accessories; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas; power supplies; and Motorola Software. Equipment whose serial number has been removed or made illegible and will not power up is also excluded.

## **Duration of Coverage**

The plan will provide four (4) years of coverage beyond the one (1) year warranty as provided in Section 8 of City of Phoenix Agreement No. P-7288-05. The term of coverage begins on the first day after said warranty expires.

## Services Provided

If equipment covered by the plan fails to perform in accordance with the published specifications in effect at the time equipment was purchased, Motorola, at its option, will either repair or replace the equipment at a designated Motorola service facility, as listed in the service manual. Such action on the part of Motorola shall be the full extent of Motorola's liability under the plan.

Under this plan, repair includes:

- A) Testing and restoring the equipment to Motorola factory specifications. Restoration, at Motorola's option, may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replaced parts, boards or equipment are covered for the remaining time period of the plan. All replaced parts, boards or equipment shall become the property of Motorola and will not be returned to the Customer.
- B) Reprogramming equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette or DC-ROM. If the Customer template is not retrievable, a generic template utilizing the latest Radio Service Software (RSS)/Customer Programming Software (CPS) version for that equipment will be used.
- C) Cleaning of external housing of the equipment.

Motorola will pay the inbound shipping charges only if the Customer uses the Motorola designated delivery service. The designated delivery service for the Radio Support Center is UPS Collect. For delivery service options for the Federal Technical Center call 1-800-969-6680. Motorola will pay for outbound shipping via Motorola's normal shipping methods.

## Excluded Services

This plan does not cover defects, malfunctions, performance failures or damages to the unit resulting from:

- A) Use in other than its normal and customary manner
- B) Misuse, vandalism, accident, acts of God, or neglect
- C) Defects or damage due to physical, chemical or liquid damage; or
- D) Improper disassembly, testing, operation, maintenance, installation, modification, adjustment, alteration or repair.

This plan also excludes:

- A) Radio frequency coverage or range over which the equipment will transmit and receive signals.

- B) Upgrades and reprogramming.
- C) Local services, annual maintenance, and other preventative maintenance required for maintaining normal operation of the equipment.
- D) Scratches or cosmetic damage to equipment surfaces that does not affect operation.
- E) Inbound freight insurance charges for declared values in excess of \$100 on inbound shipments.

## **Requesting Service**

Customer must complete the repair request form for the designated Motorola service facility and include a copy in the box with the equipment sent for repair. The repair request form is available on-line at <https://businessonline.motorola.com> or upon request by calling a Motorola customer service representative at 1-800-227-6772. Federal government customers should call 1-800-969-6680.

Mobile control heads or accessory items sent in must reference the serial number of the main unit. If desired, Customer may supply Motorola with a 3.5" diskette or CD-ROM backup with the software template or programming in order to assist in returning the equipment to original operating parameters. This step must be completed for equipment that will not power up. If applicable, record the current flashcode for each radio. If Motorola must utilize a generic template to restore equipment to operating condition, Customer is responsible for any programming required to restore equipment to desired parameters.

## **Cancellation**

The plan is non-cancelable.

## **General Provisions**

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED REGARDING EXPRESS SERVICE PLUS, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Limitation of Liability**

LIMITATION OF LIABILITY. EXCEPT FOR (1) PERSONAL INJURY OR DEATH, (2) DAMAGE TO OR LOSS OF TANGIBLE PERSONAL PROPERTY, OR (3) INFRINGEMENT CLAIMS, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO CUSTOMER'S ACTUAL DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE THEN CURRENT PUBLISHED PRICE OF TWELVE (12) MONTHS OF SERVICES FOR THE PARTICULAR EQUIPMENT COVERED BY THIS SERVICE PLAN. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES,

THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THE TYPES OF DAMAGES DESCRIBED IN EXCEPTIONS (1) THROUGH (3) ABOVE SHALL NOT BE DEEMED TO BE "SPECIAL," "INCIDENTAL," "INDIRECT," OR "CONSEQUENTIAL." NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT AFTER THE APPLICABLE STATUTE OF LIMITATIONS OR MORE THAN FOUR (4) YEARS AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, WHICHEVER OCCURS FIRST. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

### **Patent and Copyright Infringement Indemnification**

Motorola will defend, at its own expense, any suit brought against Customer, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement infringes a United States patent or copyright or is based on a claim that the Equipment or Motorola Software infringes the trademark, trade secret, or other intellectual property rights of another. Motorola will pay those costs and damages finally awarded against the Indemnified Parties in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Motorola must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) Customer shall cooperate with Motorola in its conduct of the defense of the claim by providing Motorola reasonable authority, information, and assistance. Should the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement become, or in Motorola's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, Customer will permit Motorola, at its option and expense, to either procure for Customer the right to continue using the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement, or to replace or modify the same so that it becomes non-infringing. If Motorola, despite its reasonable efforts, is unable to procure for Customer the right to continued use or to replace or modify the same so that it becomes non-infringing, or to take other corrective actions which are reasonable under the circumstances, Motorola will grant Customer a refund for the Product as depreciated and accept return of the infringing Product. The depreciation amount will be a straight-line depreciation based on a 10-year Product life. Motorola will have no liability with respect to any Infringement Claim that is based upon the combination of the Equipment or Motorola Software furnished hereunder with software, apparatus or devices not furnished by Motorola, or upon the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Equipment or Software. The foregoing states the entire liability of Motorola with respect to Infringement Claims by the Equipment and Software or any parts thereof. This section shall survive the termination of this Agreement for any reason.

## **Customer Support**

For questions such as equipment covered or duration of coverage available, please contact your account representative or Motorola at 1-800-227-6772.

# **Attachment C**

## **Encrypted Service Plan**

### **Description of Service**

The service plan is available in addition to Motorola's warranty as provided in Section 8 of City of Phoenix Agreement No. P-7288-05. Service performed under this plan consists of repair or replacement of the covered equipment as set forth in the terms and conditions herein. Service is provided by a designated Motorola facility. This plan is extended by Motorola, Inc. ("Motorola") to the City of Phoenix, City of Mesa, and Cooperative Use Agencies ("Customer") only. This plan is not assignable or transferable to any other party and applies within the fifty (50) United States and the District of Columbia.

### **Equipment Covered**

Subscriber equipment includes portables, mobiles and consolettes such as, but not limited to, the Astro Spectra Plus and XTS5000. The Service Plan also includes DES, DES-XL, DES-OFB, DVP, DVP-XL, AES, and ADP encryption. In addition, two-way subscriber standard palm microphones and single mobile control heads are covered provided that they are required for normal operation of the equipment and are included at the point of manufacture.

### **Equipment Excluded**

Excluded equipment includes: analog voice secure boards (manufactured by Transcrypt); custom or special products; belt clips; optional accessories; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas; power supplies; and Motorola Software. Equipment whose serial number has been removed or made illegible and will not power up is also excluded.

### **Duration of Coverage**

The plan will provide four (4) years of coverage beyond the one (1) year warranty as provided in Section 8 of City of Phoenix Agreement No. P-7288-05. The term of coverage begins on the first day after said warranty expires.

## Services Provided

If equipment covered by the plan fails to perform in accordance with the published specifications in effect at the time equipment was purchased, Motorola, at its option, will either repair or replace the equipment at a designated Motorola service facility, as listed in the service manual. Such action on the part of Motorola shall be the full extent of Motorola's liability under the plan.

Under this plan, repair includes:

- A) Testing and restoring the equipment to Motorola factory specifications. Restoration, at Motorola's option, may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replaced parts, boards or equipment are covered for the remaining time period of the plan. All replaced parts, boards or equipment shall become the property of Motorola and will not be returned to the Customer.
- B) Reprogramming equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette or CD-ROM. If the Customer template is not retrievable, a generic template utilizing the latest Radio Service Software (RSS)/Customer Programming Software (CPS) version for that equipment will be used.
- C) Cleaning of external housing of the equipment.

Motorola will pay the inbound shipping charges only if the Customer uses the Motorola designated delivery service. The designated delivery service for the Radio Support Center is UPS Collect. For delivery service options for the Federal Technical Center call 1-800-969-6680. Motorola will pay for outbound shipping via Motorola's normal shipping methods.

## Excluded Services

This plan does not cover defects, malfunctions, performance failures or damages to the unit resulting from:

- A) Use in other than its normal and customary manner
- B) Misuse, vandalism, accident, acts of God, or neglect
- C) Defects or damage due to physical, chemical or liquid damage; or
- D) Improper disassembly, testing, operation, maintenance, installation, modification, adjustment, alteration or repair

This plan also excludes:

- A) Radio frequency coverage or range over which the equipment will transmit and receive signals.

- B) Upgrades and reprogramming.
- C) Local services, annual maintenance, and other preventative maintenance required for maintaining normal operation of the equipment.
- D) Scratches or cosmetic damage to equipment surfaces that does not affect operation.
- E) Inbound freight insurance charges for declared values in excess of \$100 on inbound shipments

## **Requesting Service**

Customer must complete the repair request form for the designated Motorola service facility and include a copy in the box with the equipment sent for repair. The repair request form is available on-line at <https://businessonline.motorola.com> or upon request by calling a Motorola customer service representative at 1-800-227-6772. Federal government customers should call 1-800-969-6680.

Mobile control heads or accessory items sent in must reference the serial number of the main unit. If desired, Customer may supply Motorola with a 3.5 diskette or CD-ROM backup with the software template or programming in order to assist in returning the equipment to original operating parameters. This step must be completed for equipment that will not power up. If applicable, record the current flashcode for each radio. If Motorola must utilize a generic template to restore equipment to operating condition, Customer is responsible for any programming required to restore equipment to desired parameters.

## **Cancellation**

The plan is non-cancelable.

## **General Provisions**

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED REGARDING EXPRESS SERVICE PLUS, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Limitation of Liability**

LIMITATION OF LIABILITY. EXCEPT FOR (1) PERSONAL INJURY OR DEATH, (2) DAMAGE TO OR LOSS OF TANGIBLE PERSONAL PROPERTY, OR (3) INFRINGEMENT CLAIMS, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO CUSTOMER'S ACTUAL DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE THEN CURRENT PUBLISHED PRICE OF TWELVE (12) MONTHS OF SERVICES FOR THE PARTICULAR EQUIPMENT COVERED BY THIS SERVICE PLAN. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES,

THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THE TYPES OF DAMAGES DESCRIBED IN EXCEPTIONS (1) THROUGH (3) ABOVE SHALL NOT BE DEEMED TO BE "SPECIAL," "INCIDENTAL," "INDIRECT," OR "CONSEQUENTIAL." NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT AFTER THE APPLICABLE STATUTE OF LIMITATIONS OR MORE THAN FOUR (4) YEARS AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, WHICHEVER OCCURS FIRST. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

## **General Terms**

A) If any court renders any portion of this plan unenforceable, the remaining terms will continue in full force and effect. B) This plan and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Illinois. C) Failure to exercise any right will not operate as a waiver of that right, power, or privilege. D) Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control. E) These terms and conditions may not be altered, amended, or modified. F) Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements or other writings.

## **Patent and Copyright Infringement Indemnification**

Motorola will defend, at its own expense, any suit brought against Customer, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement infringes a United States patent or copyright or is based on a claim that the Equipment or Motorola Software infringes the trademark, trade secret, or other intellectual property rights of another. Motorola will pay those costs and damages finally awarded against the Indemnified Parties in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Motorola must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) Customer shall cooperate with Motorola in its conduct of the defense of the claim by providing Motorola reasonable authority, information, and assistance. Should the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement become, or in Motorola's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, Customer will permit Motorola, at its option and expense, to either procure for Customer the right to continue using the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement, or to replace or modify the same so that it becomes non-infringing. If Motorola, despite its reasonable efforts, is unable to

procure for Customer the right to continued use or to replace or modify the same so that it becomes non-infringing, or to take other corrective actions which are reasonable under the circumstances, Motorola will grant Customer a refund for the Product as depreciated and accept return of the infringing Product. The depreciation amount will be a straight-line depreciation based on a 10-year Product life. Motorola will have no liability with respect to any Infringement Claim that is based upon the combination of the Equipment or Motorola Software furnished hereunder with software, apparatus or devices not furnished by Motorola, or upon the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Equipment or Software. The foregoing states the entire liability of Motorola with respect to Infringement Claims by the Equipment and Software or any parts thereof. This section shall survive the termination of this Agreement for any reason.

### **Customer Support**

For questions such as equipment covered or duration of coverage available, please contact your account representative or Motorola at 1-800-227-6772.

## Software License Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector ("Motorola" or "Licensor") and the City of Phoenix, Arizona ("Licensee"), hereby enter into this Software License Agreement ("Agreement") effective this second day of June, 2003 (the "Effective Date").

For good and valuable consideration, the parties agree as follows:

### Section 1 SCOPE

Licensor will provide proprietary software and/or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software to Licensee. All such software that is owned by Motorola is referred to as "Software." Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license, and Licensee may use, the Software and Documentation.

### Section 2 GRANT OF LICENSE

Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license granted authorizes Licensee to use the Software only in object code format and does not grant any rights to source code.

### Section 3 LIMITATIONS ON USE

3.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, provided that Licensee provides written notice to Licensor of such temporary transfer and such temporary transfer is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. Concerning Motorola's Radio Service Software ("RSS"), if applicable, Licensee must purchase a copy for each location at which Licensee uses RSS. Licensee's use of RSS at an authorized location does not entitle Licensee to use or access the RSS remotely. Licensee may make one additional copy for each computer owned or controlled by Licensee at each such location. Upon Licensor's written request, Licensee must provide to Licensor a written list of all locations where Licensee uses or intends to use RSS.

#### **Section 4 OWNERSHIP AND TITLE**

Title to all copies of Software will not pass to Licensee at any time but remains vested exclusively in Licensor. Licensor owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property. This Agreement does not involve any software that is a "work made for hire."

#### **Section 5 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Licensor's valuable proprietary and confidential information and trade secrets. Licensee will take necessary and appropriate precautions to maintain and guard the confidentiality of the Software and Documentation, using at least the same degree of care that Licensee applies to its own confidential information but not less than reasonable care. Precautions will include informing Licensee's employees and agents who are authorized to use the Software and Documentation that such information is confidential and may not be disclosed to others. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Licensor. Licensee will limit access to the Software and Documentation to Licensee's employees and agents who need to know and are authorized to use the Software and Documentation as permitted by this Agreement.

#### **Section 6 LIMITED WARRANTY**

6.1. The warranty period for the Software will commence upon shipment and will continue for one (1) year unless Licensor has agreed to a different warranty period in a separate agreement that has been mutually executed by Licensor and Licensee, in which case the warranty period will be as stated in such agreement subject to the remainder of this Section 6.1. For Software that is application software that is provided on a per unit basis, the warranty period for subsequent units licensed is the remainder (if any) of the initial warranty period or, if the initial warranty period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable warranty period, Licensor warrants that the unmodified Software, when used properly and in accordance with this Agreement, will be free from a reproducible defect that materially and adversely affects the Product. As used in this section, the term "used properly" means used in accordance with the Product's operation manuals and the written information on the Product's operation as provided by Motorola through formal training programs; the term "material" means a defect which is not cosmetic or a mere nuisance; and the term "adverse" means detrimental, harmful, or unfavorable. In interpreting these terms, the parties shall use a reasonable, objective standard. No defect shall be classified as non-reproducible due to the inability of Licensee to reproduce the defect as a consequence of the inoperability of the Product. Whether such defect exists will be determined solely with reference to the Documentation. For Software involving radio frequency systems and Products, the primary functionality of a voice communication system is subscriber-to-subscriber, subscriber-to-dispatcher, and dispatcher-to-subscriber voice communication; and the primary functionality of a data communication system is point-to-point data transmission. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements.

Motorola warrants that services and Products provided under this Agreement will perform according to the specifications and requirements set forth in Motorola's proposal (Exhibit C). Motorola warrants that Motorola is fully aware of the requirements set forth in the RFP as modified by Motorola's response and the intended use of the Products to be provided by Motorola to the extent that they are described in the RFP and Motorola's response.

6.3. Before the expiration of the warranty period, Licensee must notify Licensor in writing if the Software does not conform to these warranties. Upon receipt of such notice, Licensor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Licensor will (at its option and at no additional charge to Licensee) repair the defective Software or replace it with the same or equivalent software. If Motorola, despite its reasonable efforts, is unable to repair or replace the Software, Motorola will refund the price of the Product in which the Software is embedded. Such action will be the full extent of Licensor's liability hereunder and Licensee's sole remedy for a breach of this warranty. Repaired or replaced Software is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Licensor.

6.4. **DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. LICENSOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS; THEREFORE, IT IS NOT COVERED BY THE UNIFORM COMMERCIAL CODE.**

#### **Section 7      LIMITATION OF LIABILITY**

EXCEPT FOR (1) PERSONAL INJURY OR DEATH, (2) DAMAGE TO OR LOSS OF TANGIBLE PERSONAL PROPERTY, OR (3) INFRINGEMENT CLAIMS, LICENSOR'S TOTAL LIABILITY, REGARDLESS OF WHEN THE CLAIM OR ACTION FOR DAMAGES ARISES OR WHETHER THE CLAIM OR DAMAGES IS FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO LICENSEE'S ACTUAL DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE CONTRACT PRICE AS THAT TERM IS DEFINED IN THE COMMUNICATIONS PRODUCTS AGREEMENT. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT LICENSOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY LICENSOR PURSUANT TO THIS AGREEMENT. THE TYPES OF DAMAGES DESCRIBED IN EXCEPTIONS (1) THROUGH (3) ABOVE SHALL NOT BE DEEMED TO BE "SPECIAL," "INCIDENTAL," "INDIRECT," OR "CONSEQUENTIAL." NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT AFTER THE APPLICABLE STATUTE OF LIMITATIONS OR MORE THAN FOUR (4) YEARS AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, WHICHEVER OCCURS FIRST. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

#### **Section 8      TRANSFERS**

If Licensee transfers ownership of Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those Products; provided that (a) Licensee transfers all copies of such Software and the related Documentation to the new owner; and (b) Licensor receives a transfer form to be provided by Licensor upon request, completed and signed by the new owner. Otherwise, Licensee may not transfer or make available any Motorola Software to any third party.

**Section 9 TERM AND TERMINATION**

Licensee's right to use the Software will begin on the Effective Date and will continue in perpetuity. If a party fails to perform or otherwise breaches a material obligation under this Agreement, the other party may consider the non-performing party to be in default, unless a Force Majeure causes such failure. If the performing party asserts a default, it will give the non-performing party written and detailed notice of the default; and the non-performing party will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to the performing party. If the non-performing party provides a cure plan, it will begin implementing the cure plan immediately after receipt of the performing party's approval of the plan. If the non-performing party fails to cure the default, the performing party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement. Upon termination, Licensor shall be entitled to all available remedies at law or in equity (including immediate injunctive relief without proving damages and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government). Licensee acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee. If a termination by Licensee for cause is later determined to have been wrongful or improper for any reason, such termination shall, at performing party's option, be deemed to be converted to a termination for convenience.

**Section 10 NOTICES**

Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile if it is confirmed within ten (10) days of its transmission by mailing a duplicate of such communication, and shall be effective upon receipt. Change of address must be in writing to the other party.

If intended for Licensee:

CITY OF PHOENIX  
INFORMATION TECHNOLOGY DEPARTMENT  
ATTN: Alice Stallings  
251 West Washington Street, 6<sup>th</sup> Floor  
Phoenix, AZ 85003

Telephone: (602) 261-8481  
FAX: (602) 534-4119  
E-Mail: [alice.stallings@phoenix.gov](mailto:alice.stallings@phoenix.gov)

If intended for Licensor:

MOTOROLA, INC.  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Section 11 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

In the event that the Licensee is the United States Government or a United States Government agency, then the provisions of this section also apply. Use, duplication or disclosure of the Software and associated documentation under Licensor's copyrights and/or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless being provided to the Department of Defense. If being provided to the Department of Defense, use, duplication, or disclosure of Software and associated documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. Software and associated documentation may or may not include a Restricted Rights notice, or other notice referring specifically to the terms and conditions of this Agreement. The terms and

conditions of this Agreement shall each continue to apply, but only to the extent that such terms and conditions are not inconsistent with the rights provided to the Licensee under the aforementioned provisions of the FAR or DFARS, as applicable to the particular procuring agency and procurement transaction.

## **Section 12 GENERAL**

12.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

12.2. **COMPLIANCE WITH LAWS.** Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Licensor.

12.3. **WAIVERS.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

12.4. **ASSIGNMENTS.** Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

12.5. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement constitutes the entire agreement of the parties regarding Licensee's use of the Software and may be altered, amended, or modified only by a written instrument signed by an authorized representative of each party, except that Licensor may modify this Agreement as necessary to comply with applicable laws and regulations. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

12.6. **GOVERNING LAW.** This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State of Arizona.

12.7. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

12.8. **INDEPENDENT CONTRACTOR'S STATUS.** It is understood and agreed by the parties that Licensor is, and will remain, an independent contractor under this Agreement. Licensor will be liable to Licensee for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.

12.9. **INDEMNIFICATION.** Licensor agrees to indemnify, defend, save and hold harmless Licensee, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent or willful acts or omissions of Licensor or its employees, agents, representatives, volunteers or subcontractors; such indemnity does not cover the negligence or willful acts or omissions of any indemnified party; and if a third party alleges joint negligence, each party is liable only for the amount of damages allocated to that party.

in direct proportion to that party's percentage of fault, as apportioned by a court, and their respective attorneys' fees and costs of defense. This section will survive the termination of this agreement for any reason.

12.10. FISCAL YEAR CLAUSE. The parties herein recognize that the continuation of this Agreement after the close of Licensee's fiscal year, which ends on June 30 each year, will be subject to the approval of the budget of Licensee providing an appropriation covering this item as an expenditure therein. Licensee does not represent that such budget item will be actually adopted, said determination being that of the Phoenix City Council at the time of the adoption of the budget.

12.11. CONFLICTS OF INTEREST. The parties acknowledge this Agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12.12. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION. Licensor will defend, at its own expense, any suit brought against Licensee, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that the Motorola Software which is licensed to Licensee pursuant to this Agreement infringes a United States patent or copyright or is based on a claim that the Software infringes the trademark, trade secret, or other intellectual property rights of another. Licensor will pay those costs and damages finally awarded against the Indemnified Parties in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Licensor must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) Licensor will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) Licensee shall cooperate with Licensor in its conduct of the defense of the claim by providing Licensor reasonable authority, information, and assistance. Should the Software which is licensed to Licensee pursuant to this Agreement become, or in Licensor's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, Licensee will permit Licensor, at its option and expense, to either procure for Licensee the right to continue using the Software which is licensed to Licensee pursuant to this Agreement, or to replace or modify the same so that it becomes non-infringing. If Licensor is, despite its reasonable efforts, unable to procure for Licensee the right to continue use or to replace or modify the same so that it becomes non-infringing, or to take other corrective actions which are reasonable under the circumstances, Licensor will grant Licensee a refund for the Product which is licensed to Customer pursuant to this Agreement as depreciated and accept return of the infringing Product. The depreciation amount will be a straight-line depreciation based on a 10-year Product life. Licensor will have no liability with respect to any Infringement Claim that is based upon the combination of the Software furnished hereunder with software, apparatus or devices not furnished by Licensor, or upon the use of ancillary equipment or software not furnished by Licensor which is attached to or used in connection with the Software. The foregoing states the entire liability of Licensor with respect to Infringement Claims by the Software or any parts thereof. This section will survive the termination of this agreement for any reason.

12.13. NON-DISCRIMINATION. Licensor will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability, nor otherwise commit an unfair employment practice. Licensor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, gender, national origin, age, or disability. Such action will include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or forms of compensation; and selection for training, including apprenticeship.

Licensor further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services, in connection with this Agreement. This clause will also be incorporated into all job-consultants' agreements or subleases in any way pertaining to Licensor's performance under this Agreement.

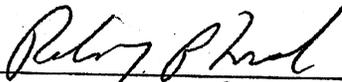
12.14. CONTINUATION DURING DISPUTES. The parties agree that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of this Agreement, each party will continue to perform its obligations during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court.

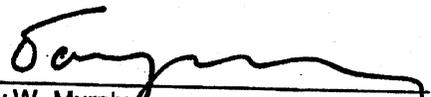
12.15. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA). Licensor understands and acknowledges the applicability of IRCA to it. Licensor agrees to comply with IRCA in performing under this Agreement and agrees to permit Licensee to inspect relevant personnel records for the limited purpose of verifying compliance with IRCA.

In witness whereof, the parties have caused duly authorized representatives to execute this Software License Agreement on the dates set forth below.

MOTOROLA, INC.  
A Delaware corporation,  
Commercial, Government, and Industrial  
Solutions Sector, North America Group

CITY OF PHOENIX  
A municipal corporation,  
Frank Fairbanks, City Manager

By:   
RICHARD P. NEAL

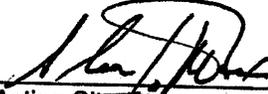
By:   
Danny W. Murphy  
Chief Information Officer

Title: VICE PRESIDENT & General Manager  
MOTOROLA, INC

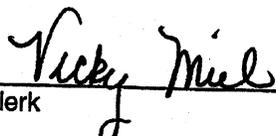
Date: 6/5/03

Date: June 3, 2003

Approved as to form:

By:   
Acting City Attorney MS

Attest:

By:   
City Clerk

COMMUNICATIONS PRODUCTS AGREEMENT NO. P-7288-05

AMENDMENT ONE

This Amendment One to Agreement No. P-7288-05 is made this \_\_\_ day of \_\_\_\_\_, 2003, by and between Motorola, Inc. (Motorola) and the City of Phoenix (City). The Agreement shall be amended as follows:

1. In **Section 2, DEFINITIONS**, strike the definition of "Contract Release Order" in its entirety.
2. In **Section 3.3, ORDER AND DELIVERY**, strike "Contract Release Order (CRO) or similar" from the first sentence, replace "CRO" with "purchase order" in the second sentence, and strike "CRO or the" from the third sentence.
3. Replace **Section 3.3.1**, in its entirety, with the following:  
  
Purchase orders for Phoenix must be issued by the Purchasing Division of the City of Phoenix Finance Department.
4. Per the terms of **Section 3.6, TECHNOLOGY UPGRADES**, Motorola further agrees to provide the XTL 5000 mobile in the following categories: (1) Dual Band Mobile, Trunk-Mount, Top Line; and (2) Dual Band Mobile, Under-Dash, Top Line. Specifications are defined in Exhibit H, attached hereto and incorporated by reference.
5. In **Section 3.10, PURCHASES BY CUSTOMER**, strike "Contract Release Order or" from the first sentence and from the third paragraph.

Other than the amended terms set forth herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Effective Date of this Amendment shall be \_\_\_\_\_, 2003.

**CITY OF PHOENIX**, a municipal corporation  
FRANK A. FAIRBANKS  
City Manager

**MOTOROLA, INC.**

By: \_\_\_\_\_  
Danny W. Murphy  
Chief Information Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Acting City Attorney

\_\_\_\_\_  
City Clerk

*Signed Copy on File*

**COPY**

## Specification Sheet

### ASTRO XTL™ 5000 Digital Mobile Radio



#### MODEL FEATURES

- 764-870 MHz Frequency Band in one radio
- 10-35 watt variable power
- Motorcycle 10-15 watt variable power configuration
- Multiple modes of operation in a single radio (ASTRO digital clear and encrypted, and Analog)
- Full 9600 Baud Features
- Limited 3600 Baud Features
- Project 25 capable on Trunking systems
- Project 25 compliance interoperable voice signaling features
- 12.5/20/25 kHz bandwidth receiver – analog
- 12.5 kHz bandwidth receiver – digital
- Encryption capability (optional):
  - ▶ 48 Encryption keys
  - ▶ DVI-XL, DVP-XL, DES, DES-XL, DES-OFB, AES

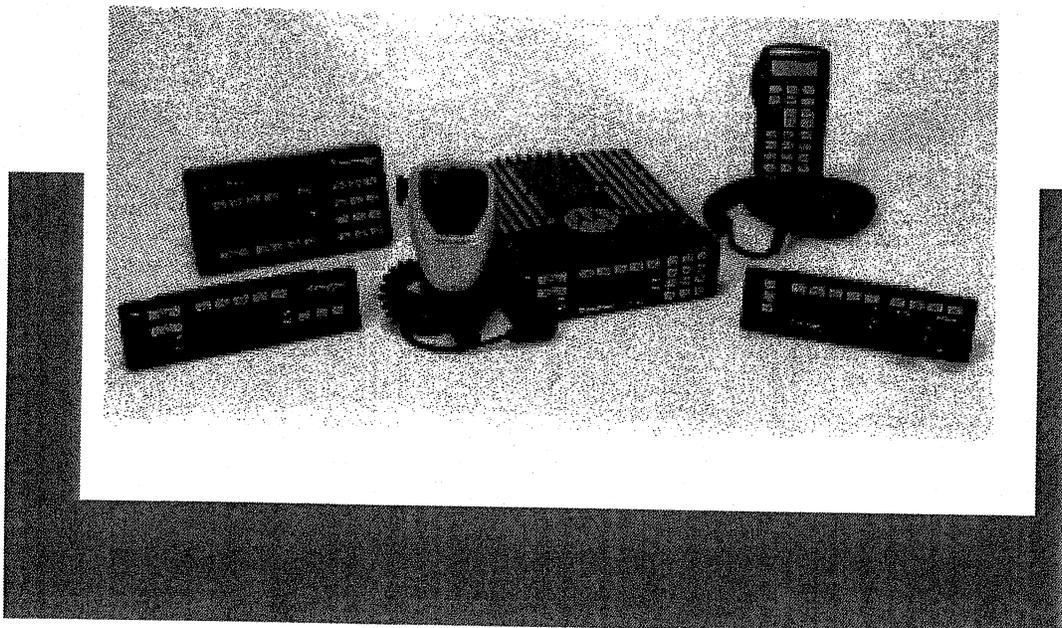
- Integrated voice and data capable
- Meets Mil Specs 810 (C, D, E and F)
- Programmable Buttons
- Dash and Remote Mount Configurations
- Utilizes Windows®-based Customer Programming Software (CPS)
- Built in FLASHport™ support
- Optional Siren/PA
- Dual Control Head Operation (optional for W4, W5, W7, W9 control heads)

Motorola's XTL 5000 Project 25 compliant Mobile Radio is one tough performer for local law enforcement groups, utility and transportation users. Whether you are enroute or on site, across the street or across the state, this robust mobile radio assures crisp, continuous and high quality communication.

The XTL 5000 digital mobile radio supports APCO Project 16 and 25 and is available in 764-870 MHz in one frequency band.

It also supports ASTRO Spectra legacy Accessories and existing ASTRO Spectra Control Heads.

Specially designed for your organization's most demanding needs the XTL 5000 digital mobile radio is the most preferred radio for users who need high performance, quality and reliability in their daily communications.



## GENERAL PERFORMANCE SPECIFICATIONS

<b>Frequency Range</b>	764-776 MHz (Talk-around) 794-806 MHz 806-825 MHz 851-870 MHz (Talk-around)
<b>Modulation</b>	C4FM of QPSK-C family (Compatible Quadrature Phase Shift Keying)
<b>Protocol</b>	
<b>Project 25-CAI</b>	4.4 kbps IMBE, 2.8 kbps Error Correction Coding, 2.4 kbps Embedded Signaling
<b>Channel Bandwidth</b>	
<b>Analog</b>	12.5/20/25 kHz
<b>Digital</b>	12.5 kHz

## VOICE CODER

<b>Voice Coding Method</b>	
<b>IMBE (CAI)</b>	Improved Multi Band Excitation
<b>CVSD</b>	Continuously Variable Slope Delta Modulation (for SECURENET mode)
<b>Voice Truncation</b>	None (250 mSec for SECURENET Mode)
<b>Frame Re-sync Interval</b>	180 mSec (Clear Digital Mode)
<b>Forward Error Correction</b>	Golay code
<b>Error Mitigation</b>	
<b>Project 25-CAI (IMBE)</b>	
<b>Dual Level</b>	Level 1: Extrapolates and replaces 20 mSec voice frames that exceed the error correction algorithm tolerance. Level 2: Progressive muting of 20 mSec voice frames that are too severely damaged for Level 1 replacement.
<b>Code Book Structure</b>	APCO Project-25 (IMBE): No Code book

## SIGNALLING (ASTRO MODE)

<b>Signalling Rate</b>	9.6 kbps
<b>Digital ID Capacity</b>	10,000,000 Conventional/48,000 Trunking
<b>Digital Network</b>	
<b>Access Codes</b>	4,096 network site addresses
<b>ASTRO Digital User</b>	
<b>Group Addresses</b>	4,096 network site addresses
<b>Project 25-CAI Digital</b>	
<b>User Group Addresses</b>	65,000 Conventional/4094 Trunking
<b>Error Correction</b>	
<b>Techniques</b>	Golay, BCH, Reed-Solomon codes
<b>Data Access Control</b>	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions.

## ENCRYPTION

<b>Encryption Algorithm Capacity</b>	5 algorithms per radio
<b>Encryption Keys per Radio</b>	48 keys (ASTRO compatible)
<b>Encryption Frame</b>	
<b>Re-sync Interval</b>	Project 25-CAI: 360 mSec
<b>Encryption Keying</b>	Key Variable Loader
<b>Synchronization</b>	Counter Addressing and Cipher Feedback and Output Feedback
<b>Code Key Generator</b>	External hand held microprocessor controlled Key Variable Loader and Key Management Controller
<b>Encryption Key Tag</b>	
<b>Capacity per System</b>	65,000
<b>Number of Unique Keys</b>	Dependent on encryption algorithm
<b>Code Key Initialization</b>	Internally derived pseudo-random initializing vector
<b>Key Storage</b>	Volatile electronic memory or non-volatile electronic memory
<b>Key Erasure</b>	Keyboard command and tamper detection

### SPEAKER

<b>Dimensions</b>	5.5"x 5.5" x 2.5" (139.7 x 139.7 x 63.5 mm) (Excluding mounting bracket)
<b>Weight</b>	1.5 lbs. (0.7 kg)

### TRANSMITTER

<b>Frequencies</b>	764-776 MHz (Talk-around) 794-806 MHz 806-825 MHz 851-870 MHz (Talk-around)
<b>RF Power Output</b> 764-870 MHz Mobile	3.5W to 30W from 764-806 MHz 3.5W to 35W from 806-869 MHz 2 watt 700 MHz (Itinerant channels)
<b>Maximum Frequency Separation</b>	Full Bandsplit
<b>Frequency Stability</b> <b>Operating Frequency Accuracy</b> (-30C to +60C; +25C Ref.)	1.5 ppm
<b>Modulation Limiting</b> 25/20 kHz channel 12.5 kHz channel	±5 kHz, ± 4 kHz (NPSPAQC) ±2.5 kHz
<b>Modulation Fidelity (C4FM)</b> 12.5 kHz digital channel	±2.8 kHz
<b>Channel Spacing Analog</b>	12.5/20/25 kHz
<b>FM Hum and Noise</b> 20/25 kHz 12.5 kHz	40 dB 34 dB
<b>Emissions (Conducted &amp; Radiated)</b>	-70 dBc/-85 dBc (GNSS)
<b>Audio Response</b> (6 db/Octave Pre-emphasis from 300 to 3000 Hz)	+1, -3 dB (EIA)
<b>Audio Distortion per EIA</b>	2%

### POWER AND BATTERY DRAIN

<b>Model Type</b>	764-870
<b>Minimum RF Power Output</b>	10-35 Watt
<b>Operation</b>	12V DC Negative Ground
<b>Standby at 13.8V</b>	0.7A
<b>Receive at Rated Audio</b> <b>at 13.8V</b>	3.0A
<b>Transmit at Rated Power</b>	8A (15W), 13A (35W)

### RECEIVER

<b>Frequencies</b>	764-776 MHz 851-870 MHz
<b>Channel Spacing</b>	12.5 / 25 kHz
<b>Maximum Frequency Separation</b>	Full Bandsplit
<b>Optional Pre-Amp</b>	No
<b>Analog Sensitivity</b> 20 db Quieting 12 db SINAD per EIA	.30 uV .25 uV
<b>Digital Sensitivity</b> 1% BER (12.5 kHz channel) 5% BER (12.5 kHz channel)	.30 uV .25 uV
<b>Intermodulation</b>	80 dB
<b>Spurious Response Rejection</b>	80 dB
<b>Audio Output Power at 3% distortion</b>	7.5W into 8 Ohm 13W into 3.2 Ohm
<b>Adjacent Channel Rejection Selectivity (12.5 kHz/25 kHz)</b>	65 dB / 80 dB

### FCC TYPE ACCEPTANCE ID

Band	Transmitter Power Output	Number
764-806 MHz	3.5-30 Watt	AZ492FT5823
806-869 MHz	3.5-35 Watt	AZ492FT5823
700 MHz (Itinerant Channels)	2 watt	AZ492FT5823

MODEL TYPE	W3	W4	W5	W7	W9
<b>Display</b>	2 Line/14-Characters per line Liquid Crystal Display	1 Line/8-Characters Vacuum Fluorescent Display	1 Line/8-Characters Vacuum Fluorescent Display	1 Line/8-Characters Vacuum Fluorescent Display	1 Line/11-Characters Vacuum Fluorescent Display
<b>Hardware Configuration</b>	Hand Held Control Head	Rotary Mode & Volume Select	Electronic Mode & Volume Select	Electronic Mode & Volume Select	Electronic Mode & Volume Select
<b>Numeric Keypad</b>	Yes	No	No	Yes	Yes
<b>Channel Capability</b>	512	512	512	512	512
<b>Remote Mount</b>					
<b>Control Head</b> <b>Dimensions (HxWxD)</b>	5.4"x 2.4"x 1.2"* (137.2 x 60.0 x 30.7 mm)	2.0"x 7.1"x 2.2" (50.8 x 180.3 x 55.9 mm)	2.0"x 7.1"x 2.2" (50.8 x 180.3 x 55.9 mm)	2.0"x 7.1"x 2.2" (50.8 x 180.3 x 55.9 mm)	3.4"x 6.5"x 1.7" (86.4x165.0 x 43.2 mm)
<b>Dash Mount Radio</b>	NA	2.0"x 7.1"x 9.1" (50.8 x 180.3 x 231.1 mm)	2.0"x 7.1"x 9.1" (50.8 x 180.3 x 231.1 mm)	2.0"x 7.1"x 9.1" (50.8 x 180.3 x 231.1 mm)	NA
<b>Weight*</b>	6.1 lbs. (2.8 kg)	6.1 lbs. (2.8 kg)	6.1 lbs. (2.8 kg)	6.1 lbs. (2.8 kg)	6.1 lbs. (2.8 kg)

\* Measurement shown is without Hang-up Clip. With Hang-up Clip W3 depth increases to 1.4".

\*\* Weight is for Dash Mount configuration. Remote Mount weight represents only transceiver weight

NOTE: Analog specifications measured per TIA/EIA 603.

Digital mode specifications measured per TIA/EIA TSB102.CAAB.

## ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C / +60°C
Storage Temperature	-55°C / +85°C

## MILITARY STANDARDS 810 C, D, E, & F

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II
High Temperature Storage	501.1	I	501.2	I/A1	501.3	I/A1	501.4	I/Hot
High Temperature Operational	501.1	II	501.2	II/A1	501.3	II/A1	501.4	II/Hot
Low Temperature Storage	502.1	I	502.2	I/C3	502.3	I/C3	502.4	I/C3
Low Temperature Operational	502.1	I	502.2	II/C1	502.3	II/C1	502.4	II/C1
Temperature Shock	503.1	-	503.2	I/A1-C3	503.3	I/A1-C3	503.4	I/Hot-C3
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I
Rain Blowing	506.1	I	506.2	I	506.3	I	506.4	I
Rain Steady	506.1	II	506.2	II	506.3	II	506.4	III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-
Salt Fog	509.1	-	509.2	-	509.3	-	509.4	-
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I
Blowing Sand			510.2	II	510.3	II	510.4	II
Vibration Minimum Integrity	514.2	VIII/F, Curve-W	514.3	I/10	514.4	I/10	514.5	I/24
Vibration Loose Cargo			514.3	II/3	514.4	II/3	514.5	II/5
Shock Functional	516.2	I	516.3	I	516.4	I	516.5	I
Shock Crash Hazard	516.2	III	516.3	V	516.4	V	516.5	V
Shock Bench Handling	516.2	V	516.3	VI	516.4	VI	516.5	VI



Motorola's Commercial, Government and Industrial Solutions Sector is a recipient of the prestigious 2002 Malcolm Baldrige National Quality Award. This honor demonstrates our commitment to performance excellence and quality achievement.



**MOTOROLA**  
intelligence everywhere™

MOTOROLA, ASTRO and the stylized M Logo are registered in the U.S. Patent and Trademark Office. All other product or service names are the property of their respective owners.  
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Specifications subject to change without notice.

R3-1-2008

**City of Phoenix**  
INFORMATION TECHNOLOGY DEPARTMENT

November 14, 2003

Mr. Michael Paz  
Account Manager  
Motorola, Inc.  
3332 East Broadway Road, Suite 102  
Phoenix, AZ 85040

**RE: Amendment Two and Statement of Work No. 1 to Communications Products Agreement No. P-7288-05 between the City of Phoenix and Motorola, Inc.**

Dear Mr. Paz:

Enclosed are fully executed originals of Amendment Two and Statement of Work No. 1 to Communications Products Agreement No. P-7288-05 between the City of Phoenix and Motorola, Inc.

Per the terms of the agreement, please submit the required certificate of insurance to my attention as soon as possible.

If I may be of further assistance, please contact me at (602) 261-8481 or via e-mail at [alice.stallings@phoenix.gov](mailto:alice.stallings@phoenix.gov).

Sincerely,



Alice Stallings  
Contracts Administrator

c: Jerry Simpson  
File

Enclosures

**COPY**

**COMMUNICATIONS PRODUCTS AGREEMENT NO. P-7288-05**

**AMENDMENT TWO**

This Amendment Two to Communications Products Agreement No. P-7288-05 is made this 14<sup>th</sup> day of Nov, 2003 (the "Effective Date") by and between Motorola, Inc., (Motorola) and the City of Phoenix (City). The Agreement shall be amended as follows:

**A. Add the following definitions to Section 1 DEFINITIONS:**

"Deliverables" means the deliverables specified in a Statement of Work.

"Intellectual Property Rights" means any patents, design patents, utility models, registered designs, inventions, trademarks, service marks, design and design rights, database rights, copyright works, mask works, know how, trade secrets, trade or business names and any other industrial and proprietary rights (whether registered or unregistered) and any right to apply and any application for such rights in any country and any licenses under or in respect of such rights.

"Services" means services to be performed by Motorola, for City, as described in a Statement of Work, agreed to in accordance with this Amendment No. 2.

"Third Party Material" means products, equipment or software provided by a person other than City or Motorola.

**B. Add the following requirements to Section 15.18 INSURANCE:**

**3. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of a Statement of Work.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Motorola, including automobiles owned, leased, hired or borrowed by Motorola."**

**C. Add the following new Section 16:**

**Section 16 PROFESSIONAL SERVICES**

**16.1 CHANGE CONTROL.** Any variations to the Services described in a Statement of Work shall be proposed by either Party in a written change notice. The other Party shall then assess the reasonably foreseeable implications of making the variation to the Services, including estimated cost and timescale implications where appropriate, and shall provide its assessment in writing to the Party originating the change notice. Motorola shall not be obliged to implement any changes in the absence of an agreed change notice.

Once the Parties have agreed to the variation as set out in a change notice, the change notice shall be signed by their respective authorized representatives and the relevant Services shall be deemed amended accordingly.

**16.2 WARRANTIES.** Motorola warrants that the Services will be performed in a professional and workmanlike manner and that they will conform to the applicable Statement of Work. City shall notify Motorola of any warranty claims within ninety (90) days from the performance of the relevant Services. THIS WARRANTY IS THE COMPLETE WARRANTY FOR SERVICES PERFORMED UNDER THE APPLICABLE STATEMENT OF WORK AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**16.3 INTELLECTUAL PROPERTY.** Motorola shall be free to use and employ its skills, know-how and expertise and those of its employees as it sees fit, and to use, disclose, and employ features, text and graphic elements, codes, routines, libraries, tools, applications or methodologies that are generic to Deliverables and/or result from the development environments and graphical user interfaces used to implement the Deliverables and any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of providing any Service.

Motorola will defend, at its own expense, any suit brought against the City, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that the Services or Deliverables furnished by Motorola infringe a United States patent or copyright or is based on a claim that the Services or Deliverables infringe the trademark, trade secret, or other intellectual property rights of another ("Infringement Claim"). Motorola will pay those costs and damages finally awarded against the Indemnified Parties in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Motorola must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) the Indemnified Parties shall cooperate in Motorola's conduct of the defense of the claim by providing Motorola reasonable authority, information, and assistance. Should the Services or Deliverables become, or in Motorola's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, the Indemnified Parties will permit Motorola, at its option and expense, to either procure for the Indemnified Parties the right to continue using the Services or Deliverables, or to replace or modify the same so that they become non-infringing. If Motorola, despite its reasonable efforts, is unable to procure for the Indemnified Parties the right to continued use or to replace or modify the same so that they become non-infringing, or to take other corrective actions which are reasonable under the circumstances, Motorola will grant the Indemnified Parties a refund for the Services, or for the Deliverables as depreciated, and accept return of the infringing Deliverables. The depreciation amount will be a straight-line depreciation based on a 10-year Deliverables life. Motorola will have no liability with respect to any Infringement Claim that is based upon the combination of the Services or Deliverables furnished hereunder with services or deliverables not furnished by Motorola, or upon the use of ancillary services or deliverables not furnished by Motorola which is attached to or used in connection with the Services or Deliverables, any Services or Deliverables that are not Motorola's design or formula, a modification of the Motorola Software by a party other than Motorola, or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. Motorola will pass through to Customer all third party providers' infringement provisions, if any. Motorola shall assume no responsibilities for the performance of any pass-through third party providers' infringement provisions. The foregoing states the entire liability of Motorola with respect to Infringement Claims by the Services or Deliverables or any parts thereof.

The City will defend, at its own expense, any suit brought against Motorola, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that Motorola's access, use or modification of any item provided by the City to Motorola infringes a United States patent or copyright or is based on a claim that the information infringes the trademark, trade secret, or other intellectual property rights of another. The City will pass through to Motorola all third party providers' infringement provisions, if any. The City will pay those costs and damages finally awarded against the Indemnified Parties in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) the City must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) the City will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) the Indemnified Parties shall cooperate in the City's conduct of the defense of the claim by providing the City reasonable authority, information, and assistance. Should the information become, or in the City's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, the Indemnified Parties will permit the City, at its option and expense, to either procure for the Indemnified Parties the right to continue using the information, or to replace or modify the same so that it becomes non-infringing. If the City, despite its reasonable efforts, is unable to procure for the Indemnified Parties the right to continued use or to replace or modify the same so that it becomes non-infringing, or to take other corrective actions which are reasonable under the circumstances, the City will accept return of the infringing information. The City will have no liability with respect to any Infringement Claim that is based upon the combination of the information furnished hereunder with information not furnished by the City, or upon the use of ancillary information not furnished by the City which is attached to or used in connection with the information. The foregoing states the entire liability of the City with respect to Infringement Claims by the information or any parts thereof.

**16.4 THIRD PARTY MATERIAL.** In the event that a Third Party Material is provided by Motorola (other than as agent for City), Motorola shall only pass on such right, title and interest as Motorola possesses and is entitled to assign in that item to City, and City shall have the benefit of such warranties as are provided for in the license or contract between Motorola and that third party, subject to any exclusions, restrictions and limitations of liability in such license or contract.

In the event that City provides a Third Party Material or Motorola procures a Third Party Material as City's agent, the relevant third party shall be solely responsible for that item under the terms of the license or contract between the third party and City.

**16.5 DOCUMENTATION.**

A. Title. Each Party shall retain ownership of its own pre-existing Intellectual Property Rights. Nothing in this Amendment nor any use of any Intellectual Property Rights shall be construed as the transfer or grant of any interest in any such rights.

All documents, together with all unused materials supplied by City, are to be delivered to City upon completion or termination of the Statement of Work before the final payment is made to Motorola.

B. Dissemination and Retention. There shall be no dissemination or publication of any specifically identified information gathered, or documents prepared, in the course of the performance of the Services without the prior written consent of City. Should City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of the Statement of Work, then, and in that event, upon written demand, Motorola will cooperate with the City with respect to its non-disclosure request. Motorola shall relinquish to the possession and control of City a copy of its

entire file related to the Statement of Work, excluding (i) books or records of Motorola that are not reasonably related to the Statement of Work, or (ii) those portions of books or records of Motorola that contain confidential and proprietary information such as Motorola's technical data, employee lists, production costs or internal costs.

- C. Format and Quality. All documents prepared by Motorola shall be prepared in a format reasonably acceptable to the City.
- D. Document Review. Motorola shall review all documents provided by City related to the performance of the Services and shall promptly notify City of any defects or deficiencies discovered in such review.
- E. Submittals. Motorola shall provide timely and periodic submittals of all documents required of Motorola within a Statement of Work, including subcontracts, if any, as such become available to City for review.

**16.6 PERSONNEL.** The Parties agree that they shall not (except in response to a general advertising campaign) employ or offer employment to any employee, consultant, sub-contractor or former employee of the other Party who is, or has been at any time in the preceding six (6) months, engaged in providing or receiving Services, such restriction to apply during the term of an applicable Statement of Work and for a period of six (6) months after the date of termination, expiration or completion of the applicable Statement of Work.

Motorola shall endeavor to provide continuity of service of Motorola personnel and accommodate City's requests in respect of the assignment of particular individuals to the provision of the Services. However, Motorola reserves the right to determine the assignment of its personnel and to substitute any individual for another of comparable competence and classification.

**16.7 REQUIRED CONSENTS AND INDEMNITY.** City shall be responsible for promptly obtaining and providing to Motorola all Required Consents necessary for Motorola to access, use and/or modify software, hardware, firmware and other products used by City for which Motorola shall provide services hereunder. "Required Consent" means any consent or approval required to give Motorola and its subcontractors the right or license to access, use and/or modify (including creating derivative works) City's or a third party's software, hardware, firmware and other products used by City without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

**16.8 CONTACTS WITH THIRD PARTIES.** Upon proper notice from City in a pending legal action, in the event that Motorola is contacted or served with a subpoena by any person requesting information or requiring testimony relative to the Services provided under an applicable Statement of Work under this Agreement, Motorola will reasonably cooperate with City with respect to such requests. Motorola shall promptly inform the City, giving the particulars of the information sought, and shall not disclose such information or give such testimony without the consent of the City, a court order or a subpoena. It is agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Motorola under this Section shall survive the termination of the applicable Statement of Work.

**16.9 AUDIT/RECORDS.** Except as provided below, the provisions of A.R.S. §35-214 will apply to this Agreement. City will perform the inspection and audit function specified therein. The City's inspection and audit right shall be limited to a reasonable number of inspections and/or audits, and this limited inspection and/or audit right does not extend to or authorize the City to audit or inspect (i) books or records of Motorola that are not reasonably related to this agreement, or (ii) those

portions of books or records of Motorola that contain confidential and proprietary information such as Motorola's technical data, employee lists, or product costs. Motorola will provide reasonable assistance and cooperation to the City concerning an audit and inspection conducted pursuant to this provision.

**16.10 CONSULTANT AND SUBCONSULTANT EMPLOYEE SECURITY INQUIRIES.** The Parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare.

- A. Security Inquiries. Motorola acknowledges that all of the employees that it provides pursuant to this Amendment shall, at the request of City, be subject to background and security checks and screening as is currently required for the issuance of a City of Phoenix contractor badge ("**Security Inquiries**"). City may, upon prior notice to Motorola, make further security inquiries. Whether or not further security inquiries are made by City, City may, at its reasonable discretion, accept or reject any or all of the employees proposed by Motorola for performing work under this Agreement. Employees rejected for cause by City for performing services under this Amendment may still be engaged by Motorola for other work not involving the City of Phoenix. An employee rejected for cause for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without City's prior approval.
- B. Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the right but not the obligation to: (1) have an employee/prospective employee of Motorola be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. §41-1750(G)(4); or (2) act on newly acquired information whether or not such information should have been previously discovered.
- C. Terms of this Provision Applicable to all of Motorola's Contracts and Subcontracts. Motorola shall include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for work performed under this Amendment, including supervision and oversight.
- D. Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Agreement, as set forth above, are material to City's entry into this Agreement and any breach thereof by Motorola may, at City's option, and its reasonable discretion, be considered to be a breach of sufficient magnitude to terminate this Agreement, subject to notice to Motorola and Motorola's right to cure pursuant to Section 11 of this Agreement. Such termination shall subject Motorola to liability for its breach of Agreement.

**16.11 TERMINATION OR SUSPENSION OF SERVICES.**

- A. City's Right to Terminate. City reserves the right to terminate a Statement of Work without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Motorola in writing. Immediately upon receiving a written notice to terminate or suspend Services, or later date as specified by City, Motorola shall:
  - 1. Discontinue advancing the work in progress, or such part that is described in the notice.
  - 2. Deliver to City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by City.
  - 3. Appraise the work it has completed and submit its appraisal to City for evaluation.

4. Be paid in full the pro rata value for Services performed to the date of its receipt of the Notice of Termination, or later date as specified by City, including reimbursement for all reasonable costs and expenses incurred by Motorola in terminating the work, including demobilization of field service and cancellation of subcontracts directly related to Services performed under this Amendment. No payment shall be made for loss of anticipated profits or unperformed services.

B. Temporary Suspension. City may, by written notice, direct Motorola to suspend performance on all or any part of the Services for such period of time as may be determined by City to be necessary or desirable for its convenience. If such suspension causes additional expense to Motorola in performance, and not due to fault or negligence of Motorola, the Agreement price will be adjusted in accordance with subsection A (4) above, and the period for performance of the Services will be extended by mutual agreement. Any claim by Motorola for a price adjustment must be supported by appropriate documentation asserted promptly after Motorola has been notified to suspend performance.

#### **16.12 PROFESSIONAL COMPETENCY.**

A. Qualifications. Motorola represents that it is familiar with the nature and extent of the Statement of Work, the Services, and any conditions that may affect its performance under the Statement of Work. Motorola further represents that it is fully experienced and properly qualified; is in compliance with all applicable license requirements; and, is equipped, organized, and financed to perform such Services.

B. Level of Care and Skill. Services provided by Motorola will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Motorola's profession currently practicing in the same industry under similar conditions. Acceptance or approval by City of Motorola's work shall in no way relieve Motorola of liability to City for damages suffered or incurred arising from the failure of Motorola to adhere to the aforesaid standard of professional competence.

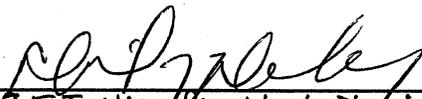
**16.13 SPECIFIC PERFORMANCE.** Motorola agrees that, in the event of a breach by Motorola of any material provision of this Agreement, City shall, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event City shall elect to treat any such breach on the part of Motorola as a discharge of this Agreement, City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to City under law or equity.

**16.14 RELEASE OF INFORMATION - ADVERTISING AND PROMOTION.** Motorola shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning the Statement of Work, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Motorola without the prior written consent of City.

All other terms and conditions remain unchanged and in full force and effect.

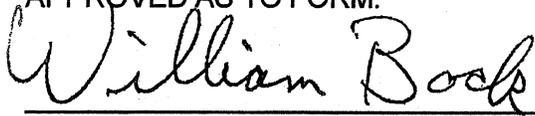
**MOTOROLA, INC.**

**CITY OF PHOENIX**, a municipal corporation  
**FRANK A. FAIRBANKS**, City Manager

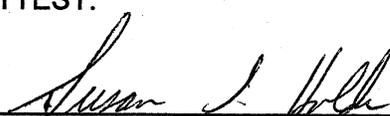
By:   
MEET, Vice President + Director, Sales  
Its: Western Division, North America Group

By:   
Danny W. Murphy  
Chief Information Officer

APPROVED AS TO FORM:

  
Acting City Attorney *WJ*

ATTEST:

  
City Clerk

**ACTING**

REVIEWED AND APPROVED  
AS TO FORM  
*res* 11-5-03  
BOB SELF DATE  
MOTOROLA  
CONTRACTS AND COMPLIANCE DEPT.

## COMMUNICATIONS PRODUCTS AGREEMENT NO. P-7288-05

### STATEMENT OF WORK NO. 1

This Statement of Work No. 1 (SOW), issued per the terms of Communications Products Agreement No. P-7288-05, Section 4, Performance Schedule, is made this 14 day of Nov., 2003 (the "Effective Date") by and between Motorola, Inc., (Motorola) and the City of Phoenix (City).

The Parties have agreed that Motorola shall provide the Services set out in Section 3 of this SOW, subject to the terms and conditions of Communications Products Agreement No. P-7288-05 and Amendment Two.

#### Section 1 TERM AND TERMINATION OF SERVICES

This SOW shall commence upon the Effective Date and shall terminate on: (1) October 31, 2004; (2) the payment of the maximum compensation provided in Section 2 of this SOW, unless it is amended to allow additional compensation; or (3) the termination by City pursuant to the provisions of either Communications Products Agreement No. P-7288-05, Amendment Two, or this SOW, whichever occurs first. The parties acknowledge that services were delivered in the months of September and October and that the value of those services is included in the total cost of this Statement of Work.

#### Section 2 PAYMENT

The total amount to be remitted by City to Motorola for all Services satisfactorily performed under this SOW shall not exceed Nine Hundred Sixty-Eight Thousand, Eight Hundred Thirty dollars (\$968,830.00), unless it is amended to allow additional compensation. Motorola will submit to the City of Phoenix twelve (12) monthly invoices of \$77,500.00 commencing October 1, 2003. A final invoice of \$38,830.00 will be submitted October 31, 2004.

All invoices will be paid within thirty (30) days after City's receipt of the invoice.

#### Section 3 SCOPE OF WORK

Motorola will provide consulting services in accordance with the Scope of Work as set forth in this Section and in Exhibit A. Additional detail and activities may be added from time to time during the term of this SOW with the agreement from both Motorola and the City. Motorola will provide progress reports to the City according to a mutually agreed-upon schedule.

A. Project Administration. As part of the overall project administration, Motorola will provide the following services, complete with deliverables with the appropriate revision control, and copy lists to the City's Project/Transition Managers:

1. Services as defined in Section 3 of the SOW and Exhibit A.
2. Project correspondence, letters, e-mail, and memoranda of understanding.
3. On-site attendance in the Motorola office at the Adams Street Garage.
4. Attend department Transition Team project meetings, as requested.

5. Provide status update and issue review at the weekly Transition Managers and Technical Team meetings on issues and activities assigned to Motorola Core Team.
6. Attend the monthly Project Steering Committee meeting, as requested.
7. Provide City Project Manager or his delegate with weekly status reports on Motorola activities and status of deliverables.
8. Status updates for issues assigned to the Motorola Core Team or escalated to the Motorola Program/Project Manager.
9. Input and status updates to the PRWN Consolidated Project Schedule for activities assigned to Motorola Core Team.

**B. Motorola General Responsibilities.**

1. Motorola will supply the professional services, as ordered, in accordance with negotiated tasks to transition the end user subscribers onto the system and subsystems that comprise the PRWN Network as defined above.
2. The Program Manager will serve as the main point of contact for the City to escalate issues or problems not resolved in a timely manner by the Motorola Core Team. The Motorola Program/Project Manager will be responsible for resource and conflict management in regard to all Motorola program management, engineering, technical training, and subcontractors.
3. The Motorola Core Team will be responsible for the project deliverables assigned to them, delivering negotiated documents, attending meetings, and adherence to the project schedule throughout the period of performance of the project.
4. The Motorola Program/Project Management Team will review the PRWN consolidated schedule as the transition progresses and provide the appropriate communications with the City's Project Manager or his delegate to ensure timely, accurate, and perpetual program management data.

**C. City General Responsibilities.**

1. The City is the system integrator and is responsible for the transition of the end users onto the Network.
2. The City has appointed a Project Manager to manage the project. The City's Project Manager or his delegate will serve as the City's main point of contact with Motorola for conflict management and project communications.
3. The City will provide a list of all staff, consultants, and temporary personnel associated with this project, define the lines of responsibility, and authorized signatories.
4. The City will provide meeting facilities, overhead projectors, required floor space, etc., for the attendees.
5. The City will provide operation information on existing procedures and standard operating procedures to facilitate the transitioning and phase-over of the end users onto the Network.

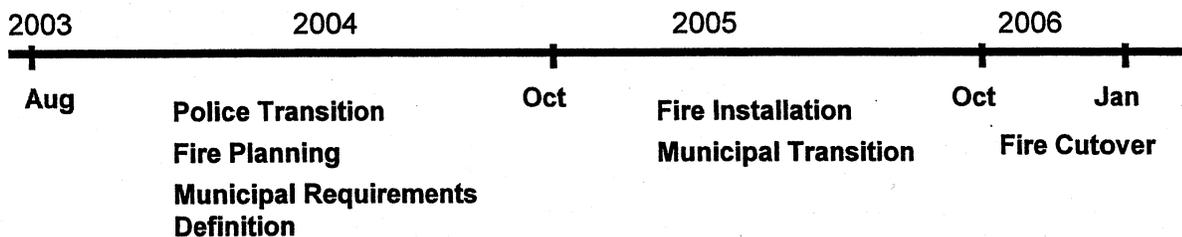
6. The City will provide standard operating procedures (SOP's) for the Network to all end users and ensure that they are aware of all new SOP's because of the new system prior to transition or phase-over.
7. The City will provide project administration functions in a timely manner for updating the project status, including meeting minutes, transition plans, cutover plans, and operational problems.
8. The City will provide system administration functions in a timely manner for updating City databases for fleet mapping, inventory tracking and routine information gathering purposes.
9. The City will provide all radio templates and configurations.

**3.1 HOURS OF WORK.** Hours of Work for the standard workday shall be defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding scheduled holidays. Motorola will provide a list of scheduled holidays as an Addendum to this SOW at the beginning of each calendar year during the period of performance of this SOW. The standard work day shall include an hour lunch and two (2) 15-minute breaks. Throughout the project, Motorola may be required to alter the above stated Hours of Work. Neither Motorola nor the City shall be constrained to these Hours of Work if they are making up for self-imposed delays or jointly performing time/site critical installation/optimization or testing procedures. The City will reasonably provide Motorola access to work areas, above and beyond the City's standard work hours, as required.

**3.2 OVERVIEW.** The transition to the PRWN system will occur over the next two and one-half years. A current project schedule showing the anticipated transition dates for Phoenix Police Department, Phoenix and Other City Fire Departments, City of Phoenix Aviation Department and the Municipal Departments of the City is attached as Attachment 1. This consolidated schedule will be used to coordinate activities and document progress of the City's transition. Motorola will be expected to provide input to the defined activities and status updates to those activities assigned to the Motorola core team.

The following figure shows the major milestones for the transition. Motorola is expected to provide system integration services in accordance with this general timeline through October 31, 2004. An additional SOW will be prepared to cover the additional phases of the project if requested by the City.

#### General Project Timeline



This SOW describes the support activities for the initial phase of the deployment concluding October 31, 2004. Motorola services provided during this phase of the project include:

- ❖ Provide on-site technical and engineering support to the City of Phoenix Information Technology Department during the deployment of new users onto the PRWN system.
- ❖ Provide on-site technical support, troubleshooting, issue management and after-hours call escalation during the Police Pilot
- ❖ Provide on-site technical resource during the Police Academy Training sessions.
- ❖ Provide on-site technical resource during the Police Transition and attend the Police precinct briefings to support the precinct transitions, as requested by Police Transition Team.
- ❖ Provide one modified technical training workshop on the XTL 5000 W7 mobile radio with Motorola technical resource onsite to answer ad hoc questions.
- ❖ Perform issue escalation management through October 31, 2004
- ❖ Initial planning workshop and follow up session(s) with Phoenix Fire Department to draft and finalize their radio feature sets, radio templates, console templates, talkgroup plans, etc., in preparation for their training academy activities scheduled to begin in November 2003.
- ❖ Develop the requirements definition for the transition and cutover of the City of Phoenix Aviation Department and Municipal Departments.

This Statement of Work includes the services of Motorola's Worldwide Learning Services (WLS) for the delivery of technical training on the XTL 5000 mobile listed above and the Fire Department Feature Set Workshop(s). No additional training or workshops involving Motorola WLS resources are included. Additional WLS services will be priced separately as required by the City of Phoenix.

**3.3 PROVIDE ON-SITE TECHNICAL AND ENGINEERING SUPPORT TO THE CITY OF PHOENIX INFORMATION TECHNOLOGY DEPARTMENT DURING THE DEPLOYMENT OF NEW USERS ONTO THE PRWN SYSTEM.** Motorola's core team will provide training, technical, and engineering support to the City's Information Technology Department Radio Shop and Network Management groups in their efforts to deploy radio subscribers, configure system and subscriber feature sets, and troubleshoot network and subscriber issues.

The Motorola core team will perform the following activities to support the City's IT Department.

- A. Provide a modified technical training workshop on the XTL 5000 W7 Mobile.
- B. Provide on-site technical and engineering support, network and subscriber troubleshooting, and testing for infrastructure and subscriber feature related issues.
- C. Attend the weekly Transition Managers and Technical Team meetings and provide input and status of issues assigned to Motorola core team and/or escalated to Motorola Program/Project Manager.

**3.4 On-Site Technical Support, Troubleshooting and Issue Escalation during the Police Pilot.** The City of Phoenix Police Department will conduct a 30-day pilot. This pilot will include units from the Police Department's Tactical Support Bureau as well as the Police Judicial Detail deployed

at the City of Phoenix Municipal Courts building. In addition to the TSB and Police Judicial Detail, the security officers from the Municipal Courts and Downtown Security will participate in the pilot. Training for the Police Officers began September 4, 2003. The pilot began on October 20, 2003 and will end on November 19, 2003.

The Motorola core team will perform the following technical support activities during the pilot:

- A. Provide on-site local technical support during normal business hours.
- B. Provide after hour call escalation and 7X24 on-call technical support for issue resolution and/or work around.
- C. Provide pilot review, recommendations, and transition readiness report prior to transition of Police precincts scheduled to begin in February 2004.
- D. Provide on-site technical resource during the Police Academy training sessions, as requested by Police Transition Team.

**3.5 CITY OF PHOENIX POLICE DEPARTMENT TRANSITION.** The Police Department will begin its transition in February 2004 beginning with the South Mountain (400) Precinct. The deployment is currently scheduled for completion by October 2004. The Motorola core team will perform the following activities during the Police Department Transition.

- A. Provide technical support and escalation management. Escalation to Motorola will be routed through the Motorola Project Manager who will notify the City's Project Manager of the status and impact of the issue on the operations.
- B. Provide issue reviews and status updates on all documented issues assigned/escalated to Motorola and identify potential impacts on the transition timelines and or system, subscriber functionality.
- C. Provide on-site technical resource for attendance at all scheduled Training Academy sessions, as requested by Police Transition Team.
- D. Provide technical resource during precinct transitions and attend precinct briefings as requested by Police Transition Team.
- E. Attend Police Transition Team meetings as requested.

**3.6 FIRE DEPARTMENT TRAINING AND FLEETMAP/TALKGROUP PLANNING.** The Phoenix Fire Department will begin training of their Fire Fighters in November 2003. Starting in September 2003, Motorola will support the Fire Department with a technical workshop, followed by an agreed to number of follow up sessions to complete its fleet mapping (i.e. radio templates, console templates) and talkgroup plans. The Motorola core team will perform the following activities to support the Fire Departments Training and Planning activities.

- A. Attend the Fire Department's Technical Committee meetings as required to provide technical support and answer questions from the Fire Transition team on software feature options, review of software features and how it relates to the infrastructure and Fire Dispatch and radio operations.

- B. Provide an initial workshop and additional planning session(s) with Phoenix Fire Department to finalize its feature sets, radio templates, console templates, talkgroup plans, etc., in preparation for its Fire Academy training activities scheduled to begin in November 2003.
- C. Provide training on Customer Programming Software (CPS), if needed.
- D. Review Interactive User Toolkit and assist Fire Training Team with customization and use of toolkit, if needed.
- E. Provide technical consulting activities, as needed, on subscriber related issues.

**3.7 MUNICIPAL GOVERNMENT DEPARTMENT TRANSITION.** From the Effective Date of this Amendment through October 31, 2004, Motorola will provide consulting services to assist the Streets, Public Works, Parks and Water Departments in the identification of required subscriber feature sets, talk group plans and training plans. The Motorola team will assign a resource specifically to interface to the Departments and deliver feature set requirements, talk group plans and training plans to the Information Technology Department. The City of Phoenix can utilize the information provided in the development of radio programming templates.

#### **Section 4 DOCUMENTATION**

Unless otherwise specified in this Statement of Work, all photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, reports, diagrams, surveys, analysis and studies delivered to the City of Phoenix by Motorola in the performance of this Statement of Work are the property of the City and all copyright ownership and authorship rights in the work(s) shall belong to the City. Motorola agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph.

All documents, together with all unused materials supplied by City, are to be delivered to City upon completion or termination of the Statement of Work before the final payment is made to Motorola.

The City of Phoenix hereby grants Motorola a non-exclusive, no-cost, perpetual license to use the applicable item(s) for internal or external purposes, including commercial purposes.

#### **Section 5 MOTOROLA PROJECT TEAM**

To meet the requirements stated above, Motorola will establish a Core Team consisting of a System Engineer and System Technologist to provide on-site support during normal business hours through October 31, 2004. A Program/Project Manager will be assigned to provide issue escalation, resource and conflict management. The overall support allocation will be equivalent to three full time resources from the Effective Date through October 31, 2004.

#### **Section 6 OTHER VENDOR PHASE-OVER ASSISTANCE**

Motorola will assist the Police Department with the phase-over of EF Johnson (EFJ) and Air Service International (ASI) radios onto the Network. The City of Phoenix will provide to Motorola a written description or characterization of issues involving other manufacturer subscriber equipment, Motorola will assist the City in its review of system configuration parameters, test procedures and conducting limited comparison field testing. This service is limited to a maximum of twenty-five (25) resource days. Additional support, if required, will be authorized through the Change Order process. Motorola does not warrant or guarantee EFJ or ASI subscribers onto the Network but will make commercially reasonable efforts to identify non-compliance in writing to the City.

The City of Phoenix is responsible for ensuring subscriber equipment is available to Motorola, if requested. The City of Phoenix is responsible for any charges for technical support from other manufacturers.

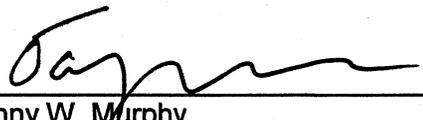
**Section 7 INGRESS AND EGRESS**

During the period of performance, the City shall provide access to those work areas required for systems integration, engineering, training, testing and other tasks required to fulfill the terms of this SOW. Coordinated access between the City and Motorola will be made on a 24 hours a day, 7 days a week basis, either by escort or cleared access with key, badge, alarm codes or combination if required. Where entry to locations is controlled other than directly by the City, access arrangements will be made by the City on behalf of Motorola. The City shall provide contractor identification badges and untethered access for Motorola, where agreed, during the period of Transition Planning and Phase-Over. Parking arrangements shall be made for Motorola personnel at all pertinent work areas for the period of performance including, but not limited to, City Hall, Calvin Goode Building, Adams Street Garage, Police Public Safety Building (PPSB), Police Communications, and Fire Operations Center.

**MOTOROLA, INC.**

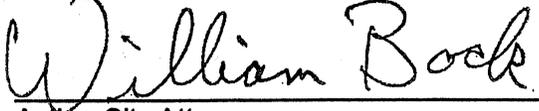
**CITY OF PHOENIX**, a municipal corporation  
**FRANK A. FAIRBANKS**, City Manager

By:   
MCEI, Vice President + Director, Sales  
Its: Western Division, North America Group

By:   
Danny W. Murphy  
Chief Information Officer

APPROVED AS TO FORM:

ATTEST:

  
Acting City Attorney **ACTING**

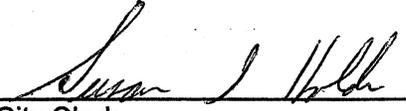
  
City Clerk

EXHIBIT A

SUMMARY OF PROJECT ACTIVITIES BY PHASE

WBS #	WBS Title	Action	Deliverable	Accountable	Approval
	Project Overview	Transition Support Activities including resource management and reporting as detailed below from the Effective Date through October 31, 2004. (14 Month Plan)	Resource alignment, reporting, travel and expenses. Motorola participation at Project Technical Meetings and Transition Manager Meetings.	Motorola	
1.	Under Separate Agreement	The following services have been provided under City of Phoenix Purchase Order 4500049207			
1.2.	Technical Training on XTS 5000 Model III	Motorola will provide technical training on the XTS 5000 Model III portable, including software features, programming.	Separate Agreement Purchase Order 4500049207		
1.3.	Fleetmapping / talkgroup planning	No Motorola Activity	None		Phoenix per contract with others
1.4.	Police Department pilot template review	Review of Police Department XTS5000 Model III pilot templates for 6.2 infrastructure system release	Separate Agreement Purchase Order 4500049207	Delivered	Delivered
1.5.	Police Department pilot template approval	Approval of Police Department XTS5000 Model III pilot templates	Phoenix approval of Police Department XTS5000 Model III pilot templates	Phoenix ITD	Phoenix ITD
2.	Provide on-site technical and engineering support to the City of Phoenix Information Technology Department (ITD) during the deployment of new users onto the PRWN system.	The Motorola Core Team will provide training, technical and engineering support to the City's Information Technology Department's Radio Shop and Network Management groups in their efforts to deploy radio subscribers, configure system and subscriber feature sets, and troubleshoot network and subscriber issues.			
2.1	XTL5000 Modified Technical Workshop	Motorola will provide a modified technical workshop on the XTL5000 W7 Mobile	Workshop	Motorola	Phoenix ITD

WBS #	WBS Title	Action	Deliverable	Accountable	Approval
2.2	On-site Technical and Engineering Support	Motorola will provide on-site technical and engineering support, network and subscriber troubleshooting, and testing for infrastructure and subscriber feature related issues.	Status updates and test results	Motorola Core Team	Phoenix ITD
2.3	Attendance at the weekly Transition Managers and Technical Team Meetings	Motorola Core Team will attend the weekly scheduled Transition Managers and Technical Team meetings and provide input and status updates on issues assigned to Motorola Core Team and/or escalated to Motorola Program/Project Manager	Status updates/Attendance at scheduled meetings	Motorola Core Team	Phoenix ITD
3.	<b>On-site technical support, troubleshooting and issue escalation during the Police pilot.</b>	The Motorola Core Team will perform the following technical support activities during the 30-day Police pilot.			
3.1.	Provide on-site local technical support during normal business hours.	During the 30-day pilot, the Motorola Core Team will be available during normal business hours to respond to trouble calls and provide on-site technical support to the Police Department, ITD, Municipal Courts, and Downtown Security.	Response to trouble calls. Problem resolution and escalation.	Motorola Core Team	Police Department
3.2.	Provide after hour call escalation and 7 X 24 on-call technical support for issue resolution and/or work around solutions.	During the 30-day pilot, the Motorola Core Team will provide after hour call escalation and 7 X 24 on-call technical support. The Motorola Core Team will provide on-call technical support and work around solutions. If on-site support is needed to resolve issues that impair the system performance then local resources will be dispatched to assist in issue resolution. Escalation of issues to Motorola will be routed through the Motorola Program/Project Manager who will provide status updates in a timely manner.	On-call technical support. Problem tracking and escalation.	Motorola Core Team	Police Department
3.3.	Provide pilot review, recommendation, and transition readiness report prior to transition of Police precincts scheduled to begin in February 2004.	At the end of the Police pilot the Motorola Core Team will provide a review of the issues and problems encountered during the pilot (Pilot review), with recommendations on how the City should proceed with resolving any issues not resolved during the pilot. The Motorola Core Team will provide input to the City's Transition Readiness Report being developed by BGA prior to the transition of Police precincts.	Pilot review report. Input to Transition Readiness report.	Motorola Core Team	Police Department/ Phoenix ITD

WBS #	WBS Title	Action	Deliverable	Accountable	Approval
3.4.	Provide operational/technical resource at daily Police precinct briefings during the pilot as requested by Police Transition Team.	Motorola will provide a technical resource for attendance at all scheduled precinct briefings, as requested by the Police Transition Team.	Technical Resource	Motorola Program/Project Manager	Police Department
3.5.	Provide on-site technical resource during the Police Academy training sessions, as requested by Police Transition Team.	Motorola will provide a technical resource for attendance at all scheduled pilot end-user training sessions including and classroom and scenario sessions, expected to consist of 16 sessions, two sessions per day overlapping 7:00am & 2:00pm.	Technical Resource	Motorola Program/Project Manager	Police Department
4.	<b>City of Phoenix Police Department Transition</b>	<b>Motorola and the Motorola Core Team will perform the following activities during the Police Department Transition</b>			
4.1.	7 x 24 on-call technical support help desk	Motorola will provide technical support and escalation management via 7 x 24 on-call technical support for issue resolution and work around solutions.	On-call technical support	Motorola	Police Department/Phoenix ITD
4.2.	Issues review and status updates.	Motorola Core Team will provide issue reviews and status updates on all document issues assigned/escalated to Motorola.	Issue management.	Motorola Core Team	Police Department/Phoenix ITD
4.3.	Provide operational/technical resource at daily Police precinct briefings during the pilot as requested by Police Transition Team.	Motorola will provide a technical resource for attendance at all scheduled precinct briefings, as requested by the Police Transition Team.	Technical Resource	Motorola Program/Project Manager	Police Department
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4.5.	Attend Police Transition Team meetings as requested.	At least one member of the Motorola Core Team will attend Police Transition meetings as requested by team. These may be regular scheduled meetings and ad hoc meetings.	Attendance at Police Transition Team meetings as needed.	Motorola Core Team	Police Department

WBS #	WBS Title	Action	Deliverable	Accountable	Approval
5.	Fire Department Training and Fleetmap/Talkgroup Planning.	Fire Department Technical Support for subscriber deployment, (XTS 5000 Model I and Model II and XTL 5000 W5 through October 31, 2004			
5.1	Technical Committee Participation	Attendance at Fire Department Technical Committee Meetings	Technical Support	Motorola Core Team	Fire Department
5.2	Workshop and additional planning sessions.	Motorola will provide an initial workshop and follow up planning session(s) with the Phoenix Fire Department to finalize their feature sets, radio templates, console templates, talkgroups, etc., in preparation for their Fire Academy training activities scheduled to begin in November 2003.	Draft Talkgroup Plan Radio Templates Console Templates	Motorola Program/Project Manager	Fire Department
5.3	Provide technical support and answer question from the Fire Transition Team.	Motorola will provide technical support and answer questions from the Fire Transition Team on software feature options, review of software features and how it relates to the infrastructure and Fire Dispatch and radio operations.	Technical Support	Motorola Core Team	Fire Department
5.4	Technical support during testing of feature sets, lesson plans, talkgroup plans, etc.	Motorola will provide technical support and answer questions from the Fire Transition Team on software feature options, review of software features and how it relates to the infrastructure and Fire Dispatch and radio operations.	Technical Support	Motorola Core Team	Fire Department
5.5	Customer Programming Software	Training on Customer Programming Software (CPS)	Technical Training	Motorola	Fire Department
5.6	Interactive User Toolkit	Review interactive User Toolkit and assist Fire Training Team with customization and use of toolkit, if needed.	Interactive User Toolkit	Motorola	Fire Department
5.7	Provide technical consulting activities, as needed.	Motorola Core Team will provide technical consulting activities, as needed, to the Fire Technical Team on subscriber related issues.	Technical Consulting	Motorola Core Team	Fire Department
6.	Municipal Departments Support	Motorola will review the requirements for transition of the municipal departments and provide a written support plan and cost	Municipal Departments Support Plan	Motorola	City of Phoenix ITD

WBS #	WBS Title	Action	Deliverable	Accountable	Approval
6.1.	Requirements for Civic Plaza transition – estimated at 300 radios	Detailed requirements for transition of Civic Plaza including programming template review, training development and end user training requirements. Evaluation of technical support required during transition.	Transition Requirements	Motorola	City of Phoenix ITD
6.2.	Requirements for Municipal Courts transition – estimated at 30 radios	Detailed requirements for transition of Municipal Courts including programming template review, training development and end user training requirements. Evaluation of technical support required during transition	Transition Requirements	Motorola	City of Phoenix ITD
6.3.	Requirements for Housing Department transition – estimated at 30 radios	Detailed requirements for transition of Housing Department including programming template review, training development and end user training requirements. Evaluation of technical support required during transition	Transition Requirements	Motorola	City of Phoenix ITD
6.4.	Requirements for Development Services Department transition – estimated at 175 radios	Detailed requirements for transition of Development Services including programming template review, training development and end user training requirements. Evaluation of technical support required during transition	Transition Requirements	Motorola	City of Phoenix ITD
6.5.	Requirements for Parks Department transition – estimated at 650 radios	Detailed requirements for transition of Parks Department including programming template review, training development and end user training requirements. Evaluation of technical support required during transition	Transition Requirements	Motorola	City of Phoenix ITD
6.6.	Requirements for Reserve-A-Ride transition – estimated at 60 radios	Detailed requirements for transition of Reserve-A-Ride including programming template review, training development and end user training requirements. Evaluation of technical support required during transition	Transition Requirements	Motorola	City of Phoenix ITD
6.7.	Requirements for Sanitation & Facilities transition – estimated at 550 radios	Detailed requirements for transition of Sanitation & Facilities including programming template review, training development and end user training requirements. Evaluation of technical support required during transition	Transition Requirements	Motorola	City of Phoenix ITD

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6.8.	Requirements for Water Department transition – estimated at 1,300 radios	Detailed requirements for transition of Water Department including programming template review, training development and end user training requirements. Evaluation of technical support required during transition	Transition Requirements	Motorola	City of Phoenix ITD
6.9.	Requirements for Streets Department transition – estimated at 625 radios	Detailed requirements for transition of Streets including programming template review, training development and end user training requirements. Evaluation of technical support required during transition	Transition Requirements	Motorola	City of Phoenix ITD

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PRWN Consolidated Schedule 2003-10-31.mpp  
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ID	Task Name	Duration	Start	Finish	Resource Names
1	Motorola Site Schedule	679 days	Mon 6/25/01	Wed 1/28/04	
2	SIMULCAST A & B, CRITICAL	584 days	Wed 8/1/01	Fri 10/24/03	
3	City Hall	223 days	Tue 10/9/01	Thu 8/15/02	
22	Fire Station #34	239 days	Thu 9/13/01	Tue 8/13/02	
44	Glenrosa	239 days	Thu 9/13/01	Tue 8/13/02	
65	Squaw Peak	278 days	Thu 9/13/01	Mon 10/7/02	
87	Adobe	203 days	Mon 11/5/01	Wed 8/14/02	
103	North Mountain	293 days	Mon 10/8/01	Wed 11/20/02	
123	Far North Mountain	232 days	Mon 11/5/01	Tue 9/24/02	
142	Outlet Mall	258 days	Fri 7/19/02	Mon 7/14/03	
160	Sky Harbor	258 days	Thu 1/31/02	Mon 11/27/03	
178	Greenway and Tatum (Crown Castle)	584 days	Wed 8/1/01	Fri 10/24/03	
195	SIMULCAST C, CRITICAL,MISC.	442 days	Mon 10/8/01	Tue 6/17/03	
196	DPS South Mountain	263 days	Mon 12/10/01	Wed 12/11/02	
218	Phoenix South Mountain	188 days	Mon 3/25/02	Wed 12/11/02	
234	Phoenix South Mountain Monopole	125 days	Fri 5/24/02	Thu 11/14/02	
245	South Mountain Fiber Run	73 days	Fri 3/7/03	Tue 6/17/03	
253	Fire Ops	271 days	Mon 10/8/01	Mon 10/21/02	
270	Bell Butte	22 days	Tue 5/28/02	Wed 6/26/02	
274	Tempe South Sub	149 days	Mon 4/29/02	Thu 11/21/02	

ID	Task Name	Duration	Start	Finish	Resource Names
291	Tempe Butte	286 days	Mon 12/10/01	Mon 11/13/03	
309	Chandler	232 days	Fri 10/25/02	Fri 9/12/03	
329	SIMULCAST E CRITICAL	540 days	Mon 6/25/01	Thu 7/17/03	
330	Glendale	243 days	Thu 2/21/02	Mon 11/27/03	
347	Luke AFB	375 days	Mon 2/11/02	Thu 7/17/03	
366	Peoria FS #195	373 days	Mon 6/25/01	Wed 11/27/02	
385	Peoria Sports Complex (Crown Castle)	243 days	Tue 1/11/02	Thu 12/5/02	
395	Cashion (Crown Castle)	188 days	Tue 1/11/02	Thu 9/19/02	
406	MISCELLANEOUS SITES	542 days	Wed 1/21/02	Wed 1/28/04	
407	Daisy #141	324 days	Fri 3/15/02	Wed 6/11/03	
426	Daisy #146	331 days	Tue 3/19/02	Tue 6/24/03	
447	Estrella (Crown Castle)	232 days	Wed 1/21/02	Thu 11/21/02	
463	Lake Pleasant	305 days	Mon 3/4/02	Fri 5/2/03	
480	Police Communications Building	155 days	Tue 1/14/03	Fri 8/15/03	
495	PPSB	56 days	Mon 4/28/03	Sun 7/13/03	
505	Fire Command Training Center	170 days	Tue 1/28/03	Fri 9/19/03	
511	Fire Station 41	186 days	Thu 1/9/03	Wed 9/24/03	
526	Fire Ops Control Station & Console	434 days	Mon 6/3/02	Wed 1/28/04	
527	City to Provide DC Power	122 days	Mon 6/3/02	Tue 11/19/02	
528	CEB Interconnect Plan Delivered	1 day	Thu 1/23/03	Thu 1/23/03	

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ID	Task Name	Duration	Start	Finish	Resource Names
529	Control Station Power	10 days	Wed 3/26/03	Tue 4/8/03	MOT FSO
530	Power from Fire Required (1 circuit left) - Fire Ops	15 days	Tue 4/8/03	Mon 4/28/03	Phx Fire
531	Control Station Control Wires Terminated - Fire Ops	3 days	Tue 4/29/03	Thu 5/1/03	MOT FSO
532	CEB Revised Interconnect Plan Delivered	1 day	Tue 3/11/03	Tue 3/11/03	MOT ENG
533	Meeting at Fire Ops with Team	1 day	Fri 9/12/03	Fri 9/12/03	
534	CEB Interconnect - Fire Ops	12 days	Mon 9/15/03	Tue 9/30/03	MOT FSO
535	Fire Cross Connect for FATP - Fire Ops	5 days	Wed 10/1/03	Tue 10/7/03	Phx Fire
536	Install Console Server (est.) - Fire Ops	1 day	Wed 10/1/03	Wed 10/1/03	MOT FSO
537	Upgrade remainder of consoles to XP	8 days	Wed 10/29/03	Fri 11/7/03	
538	Test and transfer consoles (est.) - Fire Ops	5 days	Mon 11/17/03	Fri 11/21/03	MOT FSO/ST, Phx Fire
539	Calvin Goode Building	23 days	Fri 9/26/03	Tue 10/28/03	
547	Police Consoles for Training Facility & PCOM	30 days	Mon 7/28/03	Fri 9/5/03	
553	Sky Harbor Consoles	45 days	Mon 11/17/03	Fri 1/16/04	
554	Sky Harbor / City of Phoenix to determine console locations	20 days	Mon 11/17/03	Fri 12/12/03	MOT ENG / MOT PM
555	Complete CEB wiring	10 days	Mon 12/15/03	Fri 12/26/03	MOT FSO
556	Install Console Positions	15 days	Mon 12/29/03	Fri 1/16/04	MOT FSO / MOT ST
557	Luke AFB Interoperability	136 days	Wed 7/23/03	Wed 1/28/04	
558	Set meeting to discuss Interoperability	20 days	Wed 7/23/03	Tue 8/19/03	
559	Interoperability Meeting	1 day	Thu 9/4/03	Thu 9/4/03	MOT ENG / MOT PM
560	Engineer Interoperability	20 days	Mon 9/22/03	Fri 10/17/03	MOT ENG

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561	Plan to technical team	1 day	Wed 10/29/03	Wed 10/29/03	MOT
562	Technical team to approve plan	5 days	Thu 10/30/03	Wed 11/5/03	COP
563	Create Transmittal / CO to COP	2 days	Tue 11/11/03	Wed 11/12/03	MOT
564	Change Order Approved	5 days	Thu 11/13/03	Wed 11/19/03	COP
565	Order Equipment	15 days	Thu 11/20/03	Wed 12/10/03	
566	Install Equipment	15 days	Thu 12/18/03	Wed 1/7/04	MOT FSO
567	Optimize Equipment	10 days	Thu 1/8/04	Wed 1/21/04	MOT ST
568	Test Interoperability	5 days	Thu 1/22/04	Wed 1/28/04	MOT ST
569	22nd Ave. Console	3 days	Thu 9/4/03	Mon 9/8/03	
571	<b>CATP DOCUMENTS COMPLETE</b>	67 days	Mon 9/15/03	Tue 12/16/03	
572	Adjust AB sites	5 days	Mon 9/15/03	Fri 9/19/03	
573	Predrive fringe coverage area	20 days	Mon 9/22/03	Fri 10/17/03	
574	Predrive A&B (after T&G is ready)	8 days	Tue 10/28/03	Thu 11/6/03	
575	Rerun coverage testing on selective grids (estimate)	6 days	Mon 12/1/03	Mon 12/8/03	
576	Present data to COP	1 day	Tue 12/16/03	Tue 12/16/03	
577	FATP	35 days	Mon 9/1/03	Fri 10/17/03	
581	SPARES	31 days	Mon 9/22/03	Mon 11/3/03	
582	Complete Spares list	6 days	Mon 9/22/03	Mon 9/29/03	
583	Set meeting with COP	1 day	Tue 9/30/03	Tue 9/30/03	
584	Revise Spares List from meeting	18 days	Wed 10/8/03	Fri 10/31/03	

ID	Task Name	Duration	Start	Finish	Resource Names
585	Order Spares	1 day	Mon 11/3/03	Mon 11/3/03	
586	MOSCAD	31 days	Mon 9/8/03	Mon 10/20/03	
592	MISC. SCHEDULED ITEMS	71 days	Mon 9/1/03	Mon 12/8/03	
593	CHANDLER CHANNEL BANK CARDS	45 days	Wed 9/3/03	Tue 11/4/03	
597	DAISY MTN 141 & 146 CHANNEL BANKS	33 days	Fri 9/12/03	Tue 10/28/03	
602	DAISY MTN LOOP SPARE ANTENNA / PREAMP	38 days	Wed 9/17/03	Fri 11/7/03	
603	Order antennas	15 days	Wed 9/17/03	Tue 10/7/03	
604	Install antennas (order not yet received)	15 days	Fri 10/17/03	Thu 11/6/03	
605	Antenna sweeps	1 day	Fri 11/7/03	Fri 11/7/03	
606	LAKE PLEASANT CHANNEL BANK CARDS	29 days	Wed 10/29/03	Mon 12/8/03	
607	Give transmittal / change order to COP for cards	1 day	Wed 10/29/03	Wed 10/29/03	
608	Order cards	15 days	Thu 11/6/03	Wed 11/26/03	
609	Install cards	3 days	Thu 11/27/03	Mon 12/1/03	
610	Cross connect and test	5 days	Tue 12/2/03	Mon 12/8/03	
611	LUKE ARB CHANNEL BANK CARDS	43 days	Fri 9/12/03	Tue 11/11/03	
612	Order cards	1 day	Fri 9/12/03	Fri 9/12/03	
613	Install cards	5 days	Wed 10/29/03	Tue 11/4/03	
614	Cross connect and test	5 days	Wed 11/5/03	Tue 11/11/03	
615	GLENDALE INVERTER	55 days	Mon 9/22/03	Fri 12/5/03	
616	Wire to AC	3 days	Mon 9/22/03	Wed 9/24/03	

ID	Task Name	Duration	Start	Finish	Resource Names
617	Test with AC	4 days	Thu 9/25/03	Tue 9/30/03	
618	Engineering to develop plan on Inverters	19 days	Tue 10/7/03	Fri 10/31/03	
619	Move / Replace Inverters	10 days	Mon 11/24/03	Fri 12/5/03	
620	<b>PEORIA SPORTS COMPLEX POLYPHASER CHANGE OUT</b>	32 days	Mon 9/22/03	Tue 11/4/03	
621	Order Polyphaser	5 days	Mon 9/22/03	Fri 9/26/03	
622	Change out polyphaser	2 days	Mon 11/3/03	Tue 11/4/03	
623	<b>LAKE PLEASANT MULTICOUPLER</b>	32 days	Wed 9/24/03	Thu 11/6/03	
624	Order replacement multicoupler (not yet received)	30 days	Wed 9/24/03	Tue 11/4/03	
625	Replace multicoupler / send bad one back	2 days	Wed 11/5/03	Thu 11/6/03	
626	<b>Far North Mountain Multicoupler Boards</b>	50 days	Wed 9/24/03	Tue 12/2/03	
627	Provide COP with change order for boards	3 days	Wed 9/24/03	Fri 9/26/03	
628	Approve Change Order	23 days	Mon 9/29/03	Wed 10/29/03	COP
629	Order boards for replacement	20 days	Tue 11/4/03	Mon 12/1/03	
630	Replace boards	1 day	Tue 12/2/03	Tue 12/2/03	
631	<b>IR Polyphaser change on test lines</b>	47 days	Mon 9/8/03	Tue 11/11/03	
632	Order polyphasers if needed	15 days	Mon 9/8/03	Fri 9/26/03	
633	Field replacement if needed	15 days	Wed 10/22/03	Tue 11/11/03	
634	<b>Tower Top Amps</b>	40 days	Tue 9/16/03	Mon 11/10/03	
635	Replace two at Phx. South Mtn.	1 day	Tue 9/16/03	Tue 9/16/03	
636	Send back for repair	1 day	Fri 9/19/03	Fri 9/19/03	

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ID	Task Name	Duration	Start	Finish	Resource Names
637	Receive repaired amps	10 days	Mon 10/20/03	Fri 10/31/03	
638	Replace one at Goodyear	1 day	Mon 11/10/03	Mon 11/10/03	
639	Contract for Warrantee Issues	1 day	Fri 9/26/03	Fri 9/26/03	
642	FS-34 results to COP	45 days	Mon 9/1/03	Fri 10/31/03	
643	ST Results	20 days	Mon 9/1/03	Fri 9/26/03	
644	Battery Results	15 days	Thu 9/4/03	Wed 9/24/03	
645	Provide response to COP	12 days	Thu 10/16/03	Fri 10/31/03	
646	Outlet Mail Bad Antenna	27 days	Wed 9/24/03	Thu 10/30/03	
647	Check antenna	1 day	Wed 9/24/03	Wed 9/24/03	
648	Order new antenna if needed	25 days	Thu 9/25/03	Wed 10/29/03	
649	Replace antenna if needed	1 day	Thu 10/30/03	Thu 10/30/03	
650	Sky Harbor Microwave Hits	31 days	Mon 9/29/03	Mon 11/10/03	
651	Investigate	4 days	Mon 9/29/03	Thu 10/2/03	
652	Install camera	1 day	Fri 10/3/03	Fri 10/3/03	
653	Monitor & review information	6 days	Mon 10/6/03	Mon 10/13/03	
654	Make determination of fix	20 days	Tue 10/14/03	Mon 11/10/03	IMOT / COP
655	Site Clean up	48 days	Mon 9/29/03	Wed 12/3/03	
656	Clean all boxes from shelters	25 days	Tue 10/7/03	Mon 11/10/03	
657	Clean outside building and remove any debris	25 days	Tue 10/7/03	Mon 11/10/03	
658	Clean Floors	10 days	Thu 11/20/03	Wed 12/3/03	

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ID	Task Name	Duration	Start	Finish	Resource Names
659	Clean up any loose wires or Power Cords	30 days	Mon 9/29/03	Fri 11/7/03	
660	Verify all equipment is in good working order	15 days	Tue 9/30/03	Mon 10/20/03	
661	Testing	145 days	Thu 6/12/03	Tue 12/30/03	
662	Coverage Testing	71 days	Thu 6/12/03	Wed 9/17/03	Motorola, PFD, PPD, ITD
663	Test Plan Preparation, Document Development and Approval of Test Plans	71 days	Thu 6/12/03	Wed 9/17/03	
664	Coverage Acceptance Test Plans	20 days	Thu 6/12/03	Wed 7/9/03	
672	Functional Acceptance Test Plans	71 days	Thu 6/12/03	Wed 9/17/03	
682	Coverage Test Activities	19 days	Wed 6/25/03	Fri 7/18/03	
690	Coverage Testing - Information Gathering	3 wks	Mon 7/21/03	Fri 8/8/03	Coverage Test Team
691	Coverage Test Acceptance	10 days	Wed 12/17/03	Tue 12/30/03	Phoenix Tech Team, Phoenix Transition Managers
692	Database Lockdown for 6.3 Upgrade	20 days	Mon 8/25/03	Fri 9/19/03	
693	6.3 Upgrade (Tentative)	3 wks	Mon 9/8/03	Fri 9/26/03	Motorola
694	Beta OTAR Testing with Customs	10 days	Mon 9/29/03	Fri 10/10/03	Motorola, DOC, Police, PFD, ITD
695	System Functional ATP	10 days	Mon 10/6/03	Fri 10/17/03	Motorola
696	30-Day Burn in Period	30 edays	Tue 12/30/03	Thu 1/29/04	Motorola
697	Initial System Acceptance	1 day	Fri 1/30/04	Fri 1/30/04	Bill Phillips
698	Contract Loading Period	120 edays	Fri 1/30/04	Sat 5/29/04	Motorola
699	Final System Acceptance	0 days	Sat 5/29/04	Sat 5/29/04	Bill Phillips
700	Subscriber RFP	512 days	Fri 6/15/01	Mon 6/2/03	
731	Develop Quality Control/Engineering Assistance RFP	194 days	Thu 12/27/01	Wed 9/25/02	Bill Phillips

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ID	Task Name	Duration	Start	Finish	Resource Names
745	Astro 25 System Training (First Round)	129 days	Tue 7/23/02	Fri 1/17/03	
760	Astro 25 System Training (Second Round)	129 days	Wed 6/25/03	Fri 12/19/03	
761	Identify and Acquire Training Room for Astro 25 Training (2nd Round)	20 days	Wed 6/25/03	Mon 7/21/03	Bill Phillips, Mike Perfette
762	Determine Network Connectivity Requirements for Astro 25 Training (2nd Round)	5 days	Thu 7/17/03	Wed 7/23/03	Bill Phillips, Leland O'Brien
763	Acquire Furniture for Training Room to conduct 2nd round of Astro System Training	15 days	Mon 7/14/03	Fri 8/1/03	Bill Phillips
764	Acquire Computers for Training Room to conduct 2nd round of Astro System Training	15 days	Tue 7/15/03	Mon 8/4/03	Bill Phillips, Steve Warrington
765	Setup Training Room for 2nd round of Astro 25 System Training	5 days	Tue 8/5/03	Mon 8/11/03	TBD
766	Connect Workstations to Network for 2nd round of Astro 25 System Training	2 days	Tue 8/12/03	Wed 8/13/03	Motorola
767	Configure Workstations for Astro 25 System Training sessions (2nd Round)	4 days	Thu 8/14/03	Tue 8/19/03	Motorola [25%]
768	Schedule Astro 25 System Training Sessions (2nd round)	13 days	Tue 7/15/03	Thu 7/31/03	Leland O'Brien, John Gardner, Jeff Miner, Carol Campbell, Nate White
769	Instructor Site walk and customer visit	2 days	Wed 9/3/03	Thu 9/4/03	Motorola
770	Networking Essentials ASTRO 25 Training	5 days	Mon 9/15/03	Fri 9/19/03	Motorola
771	Managing Your 6.1 ASTRO System ASTRO 25 Training	5 days	Mon 9/22/03	Fri 9/26/03	Motorola
772	ISR ASTRO 25 Training	5 days	Mon 9/29/03	Fri 10/3/03	Motorola
773	ASTRO 25 Subsystems Part 1 ASTRO 25 Training	5 days	Mon 10/20/03	Fri 10/24/03	Motorola
774	Astro 25 Maintenance Part 2 ASTRO 25 Training	5 days	Mon 10/27/03	Fri 10/31/03	Motorola
775	Astro 25 Digital Simulcast ASTRO 25 Training	5 days	Mon 12/8/03	Fri 12/12/03	Motorola
776	CENTRACOM ASTRO 25 Training	5 days	Mon 12/15/03	Fri 12/19/03	Motorola
777	Police Department AWARENESS, EDUCATION, TRAINING	761 days	Mon 2/4/02	Fri 12/31/04	Carol Campbell / Ken Du Bois
790	Portable and Mobile Radio Installation Phase	2024 days	Mon 1/1/01	Wed 10/1/08	

ID	Task Name	Duration	Start	Finish	Resource Names
791	Mobile Installation Labor Contract	101 days	Tue 4/15/03	Mon 9/1/03	John Gardner
805	Identify Vendors from Public Works Installation Contract	3 days	Mon 7/21/03	Wed 7/23/03	John Gardner, Dave Scott
806	Obtain Quotes from Potential Installation Vendors	2 days	Thu 7/24/03	Fri 7/25/03	Alice Stallings
807	Select Mobile Installation Vendor for Police Pilot	2 days	Mon 7/28/03	Tue 7/29/03	John Gardner, Dave Scott
808	Issue PO to selected Installation vendor for Police Pilot	7 days	Wed 7/30/03	Thu 8/7/03	
809	Motorola to meet with Police to finalize academy lesson plans	2 days	Thu 8/14/03	Fri 8/15/03	Jerry Simpson
810	Police Department Transition	134 days	Mon 6/9/03	Wed 12/10/03	
811	Police Pilot (T.S.B (250P), Municipal Courts (17P), Downtown Security (20P))	134 days	Mon 6/9/03	Wed 12/10/03	
812	Validate radio configuration for TSB, order quantities and accessories	4 days	Mon 6/9/03	Thu 6/12/03	Carol Campbell, Ken DuBois
813	Submit portable radio orders for TSB	1 day	Fri 6/13/03	Fri 6/13/03	Dave Scott
814	Validate radio configuration for Municipal Courts and Downtown Security and Police Judicial Detail	5 days	Tue 7/1/03	Mon 7/7/03	Dave Scott
815	Submit portable radio orders for Municipal Courts, Police Judicial Detail and Downtown Security	1 day	Tue 7/8/03	Tue 7/8/03	Dave Scott
816	Mobile Radio Orders	60 days	Mon 6/23/03	Thu 9/11/03	
823	Aircraft Radio Orders	90 days	Tue 7/8/03	Fri 11/7/03	
824	Complete ASI Contract	8 days	Tue 7/8/03	Wed 7/16/03	Bill Phillips, Alice Stallings, Marvin Sondag
825	Police and ASI To meet to lock down aircraft radio configuration	1 day	Wed 7/23/03	Wed 7/23/03	ASI, Carol Campbell, Jerry Simpson, Bill Phillips, Dave Scott
826	Complete ASI contract amendment to add additional configurations and AES encryption	5 days	Mon 8/4/03	Fri 8/8/03	Alice Stallings
827	Order Helicopter (NOTARS) Aircraft Radios	1 day	Thu 7/24/03	Thu 7/24/03	Dave Scott
828	Order Fixed Wing and Training Aircraft Radios	5 days	Mon 8/11/03	Fri 8/15/03	Dave Scott
829	Develop radio template for Aircraft radios	6 days	Wed 10/1/03	Wed 10/8/03	Police, Dave Scott, Loy Wiechmann

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ID	Task Name	Duration	Start	Finish	Resource Names
830	Deliver, Install, program and keyload Aircraft Radios	60 days	Mon 8/11/03	Fri 10/31/03	ASJ[108%],Police[108%],ITD[108%]
831	Obtain flash code from ASI for Aircraft demo radio	5 days	Tue 10/21/03	Mon 10/27/03	Jerry Simpson
832	Flash upgrade Aircraft Radio demo model	9 days	Tue 10/28/03	Fri 11/7/03	ASJ,ITD
833	Motorcycle Radio Orders	62 days	Fri 7/11/03	Fri 10/3/03	
839	Crosspatch Current Radio System to New System	37 days	Mon 7/21/03	Tue 9/9/03	
844	Radio feature training	1 day	Mon 6/23/03	Mon 6/23/03	ITD,Fire,Police
845	Tech Training date scheduled	0 days	Wed 6/25/03	Wed 6/25/03	Motorola
846	Radio Feature Training	1 day	Mon 6/30/03	Mon 6/30/03	ITD,Fire,Police
847	Radio features input from Police	8 days	Mon 7/21/03	Wed 7/30/03	Carol Campbell,Ken DuBois,Floyd Cagle
848	Deliver final information for Police Radio Template to Radio Shop for Police Pilot	7 days	Thu 7/31/03	Fri 8/8/03	Floyd Cagle,Joan Olson,Ken DuBois
849	Prototype feature templates developed	1 day	Mon 8/11/03	Mon 8/11/03	Dave Scott,Jeff Milner
850	Talkgroup prototype templates developed	1 day	Mon 8/11/03	Mon 8/11/03	Dave Scott,Jeff Milner
851	Work session to finalize feature sets, talkgroups and system programming for Police Pilot	3 days	Tue 8/5/03	Thu 8/7/03	Carol Campbell,Ken DuBois,Joan Olson,Floyd Cagle,Dave Scott,Jeff Milner,Motorola
852	Deliver all validated templates and radio ID templates for programming of Police pilot radios	11 days	Tue 8/12/03	Tue 8/26/03	Dave Scott
853	Key Management Plan for Pilot	35 days	Tue 7/1/03	Fri 8/15/03	
857	Technical Training on XTS 5000 Radio Programming	5 days	Mon 7/14/03	Fri 7/18/03	Motorola,John Gardner
858	Console Configuration	41 days	Mon 7/14/03	Mon 9/8/03	
867	Portable Unit IDs for TSB pilot delivered to ITD / Radio Shop	1 day	Wed 7/23/03	Wed 7/23/03	Police
868	Transition of T.S.B. (at S.C.S) for Police Pilot (182 P, 123 M, 7 M/C)	56 days	Sun 8/17/03	Mon 11/3/03	L.T.D. Radio Shop,Ken Du BOIS,Joan Olson,Contract Installers,Site Equip.
869	Program 250 Portable Radios for T.S.B. Pilot	13 days	Sun 8/17/03	Wed 9/3/03	L.T.D. Radio Shop

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ID	Task Name	Duration	Start	Finish	Resource Names
870	TSB Academy Staff Scheduled Training	1 day	Thu 9/4/03	Thu 9/4/03	Police, Motorola
871	TSB Academy Staff / U40 / U41 Scheduled Training	1 day	Tue 9/9/03	Tue 9/9/03	Police Academy
872	TSB S51 / S52 / N82 / S72 Scheduled Training	1 day	Fri 9/12/03	Fri 9/12/03	Police Academy
873	TSB Bomb / CrSvc / N83 / S58 Scheduled Training	1 day	Mon 9/15/03	Mon 9/15/03	Police Academy
874	TSB S53 / S54 / S59 / N79 / N 81 Scheduled Training	1 day	Fri 9/19/03	Fri 9/19/03	Police Academy
875	TSB N75 / N77 / N73 / N78 / Parking Ent. Scheduled Training	1 day	Fri 9/26/03	Fri 9/26/03	Police Academy
876	TSB Academy / U21 / U30 / U42 / U43 / U45 / U46 / U56 Scheduled Training	1 day	Tue 9/30/03	Tue 9/30/03	Police Academy
877	Deliver Updated Radio Templates to ITD Radio Shop for Police Pilot	3 days	Mon 9/29/03	Wed 10/1/03	Floyd Cagle, Police
878	Reprogram 350 Portable Radios for Police Pilot	6 days	Thu 10/2/03	Thu 10/9/03	I.T.D. Radio Shop
879	TSB N72 / JudPros Scheduled Training	1 day	Fri 10/10/03	Fri 10/10/03	Police Academy
880	TSB N71 / S71 / N74 / S57 Scheduled Training	1 day	Sat 10/18/03	Sat 10/18/03	Police Academy
881	Develop radio templates for EFJ motorcycle radios	0 days	Wed 9/17/03	Wed 9/17/03	Dave Scott, Floyd Cagle, Ken DuBois
882	Deliver motorcycle unit ID's to IT Radio Shop for Police pilot	5 days	Mon 9/22/03	Fri 9/26/03	Ken DuBois
883	Program 7 M/C radios for Police pilot	8 days	Mon 9/29/03	Wed 10/8/03	I.T.D. Radio Shop
884	Install 7 M/C Radios for Police pilot	18 days	Thu 10/9/03	Mon 11/3/03	I.T.D. Radio Shop
885	Municipal Courts & Downtown Security Transition (37 Portables) for Police Pilot	25 days	Mon 9/8/03	Sat 10/11/03	
895	Transition of Training Bureau (at Academy and Driving Track) (55 P, 31 M, 12 C)	13 days	Wed 8/27/03	Mon 9/15/03	ITD Radio Shop, Equipment Coordinators, Kenneth Du Bois
896	Validate portable radio order quantities and accessories for Training Bureau (at Academy)	0 days	Wed 8/27/03	Wed 8/27/03	Carol Campbell, Ken DuBois
897	Submit portable radio orders for Training Bureau (at Academy and Driving Track)	0 days	Wed 8/27/03	Wed 8/27/03	Dave Scott
898	Order portable radio accessories for Training Bureau (at Academy and Driving Track)	0 days	Wed 8/27/03	Wed 8/27/03	Dave Scott

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ID	Task Name	Duration	Start	Finish	Resource Names
899	Provide List of PD serial no.s for Training Bureau (at Academy and Driving Track)	5 days	Thu 8/26/03	Wed 9/3/03	Carol Campbell
900	Program 55 portable radios for Training Bureau (at Academy and Driving Track) transition	9 days	Wed 9/3/03	Mon 9/15/03	I.T.D. Radio Shop[111%]
901	Determine configuration for control stations installed at PPSB and PCOM	5 days	Mon 8/18/03	Fri 8/22/03	Floyd Cagle, Carol Campbell
902	Motorola to check on Multi Key availability for control stations	8 days	Mon 8/25/03	Wed 9/3/03	Michael Paz
903	Additional discussion with PD to determine program templates for PPSB & PCOM backup control stations	1 day	Wed 9/17/03	Wed 9/17/03	Police, Floyd Cagle, Dave Scott
904	Finalize templates for PPSB & PCOM Backup control Stations	12 days	Thu 9/18/03	Fri 10/3/03	Floyd Cagle, Police
905	Deliver subscriber ID's for PPSB & PCOM backup control stations to IT Radio Shop	14 days	Mon 10/6/03	Wed 10/22/03	Loy Wiechmann
906	Changes to control station templates for PPSB & PCOM backup stations	10 days	Wed 10/22/03	Tue 11/4/03	I.T.D. Radio Shop
907	Program control stations at PPSB and PCOM	5 days	Wed 11/5/03	Tue 11/11/03	I.T.D. Radio Shop, Keith Cody
908	System Programming for Police Pilot	11 days	Mon 8/11/03	Mon 8/25/03	Jeff Milner[109%]
909	CAD/ATA implementation complete	5 days	Mon 9/22/03	Fri 9/26/03	Carol Campbell
910	Develop helpdesk process and escalation plan for Police pilot period	10 days	Mon 10/6/03	Fri 10/17/03	Motorola, Fire, Police, ITD, BGA
911	Develop formal evaluation plan for Police pilot	22 days	Wed 10/1/03	Wed 10/29/03	Motorola, Fire, Police, ITD, BGA
912	Develop checklist for Police pilot	17 days	Wed 10/1/03	Wed 10/22/03	BGA, Police, ITD
913	Pilot and Evaluation Period	38 days	Mon 10/20/03	Wed 12/10/03	
914	TSB Pilot period	30 edays	Mon 10/20/03	Wed 11/19/03	
915	TSB pilot review and develop modified template	5 days	Wed 11/19/03	Tue 11/25/03	Carol Campbell, Ken DuBois, Joan Olson, Dave Scott, Jeff Milner, Andy MacFarlane, Nate White
916	Modified templates validation	2 days	Wed 11/26/03	Thu 11/27/03	Jeff Milner
917	Revised approved Pilot templates delivered to ITD / Radio Shop	1 day	Fri 11/28/03	Fri 11/28/03	Dave Scott
918	Reprogram pilot radios based on review outcome	8 days	Mon 12/1/03	Wed 12/10/03	Dave Scott

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ID	Task Name	Duration	Start	Finish	Resource Names
919	Validate radio order quantities and accessories for 400 Precinct	7 days	Wed 7/16/03	Thu 7/24/03	Carol Campbell, Ken DuBois
920	Submit radio orders for 400 (South Mountain Precinct)	1 day	Fri 7/25/03	Fri 7/25/03	Dave Scott
921	Order radio accessories for 400 (South Mountain Precinct)	1 day	Tue 7/29/03	Tue 7/29/03	Dave Scott
922	Provide List of PD Serial No.s for TSB and 400 Precinct	6 days	Wed 7/16/03	Wed 7/23/03	Carol Campbell
923	Provide List of PD Serial No.s for 500 & 700 Precincts	1 day	Wed 7/30/03	Wed 7/30/03	Carol Campbell
924	Motorola to develop a simple price sheet and radio configuration ordering template.	20 days	Tue 7/1/03	Fri 7/25/03	Paul Punske
925	Police Department Rollout by Precinct (3094 P, 1451 M, 180 M/C)	320 days	Wed 7/16/03	Tue 10/5/04	
926	Final Transition of T.S.B. (at S.C.S) (130 M)	30 days	Thu 12/1/03	Wed 1/21/04	
927	Provide list of mobile unit ids for TSB transition	5 days	Thu 12/1/03	Wed 12/17/03	Police
928	Program 130 Mobile Radios for T.S.B	5 days	Thu 12/18/03	Wed 12/24/03	I.T.D. Radio Shop
929	Install 130 Mobile Radios for T.S.B.	20 days	Thu 12/25/03	Wed 1/21/04	Mobile Installation Contractor
930	Final Transition of Training Bureau (at Academy and Driving Track) (31 M, 12 C)	25 days	Thu 12/11/03	Wed 1/14/04	
931	Provide list of mobile unit IDs for Training Bureau (at Academy and Driving Track) transition	10 days	Thu 12/11/03	Wed 12/24/03	Police
932	Program 31 mobile radios for transition of Training Bureau (at Academy and Driving Track)	5 days	Thu 12/25/03	Wed 12/31/03	I.T.D. Radio Shop
933	Install 31 mobile radios (est. 25 per day) for Training Bureau (at Academy and Driving Track)	10 days	Thu 1/1/04	Wed 1/14/04	I.T.D. Radio Shop, Ken Du BOIS, Contract Installers, Site Equipment Coordinators
934	Transition of 400 (South Mountain Precinct) (301 P, 173 M)	152 days	Wed 7/16/03	Thu 2/12/04	ITD Radio Shop, Equipment Coordinators, Kenneth Du Bois
935	Validate portable radio order quantities and accessories for 400 Precinct	7 days	Wed 7/16/03	Thu 7/24/03	Carol Campbell, Ken DuBois
936	Submit portable radio orders for South Mountain (400) Precinct	1 day	Fri 7/25/03	Fri 7/25/03	Dave Scott
937	Order portable radio accessories for South Mountain (400) Precinct	1 day	Tue 7/29/03	Tue 7/29/03	Dave Scott
938	Provide List of PD Serial No.s for South Mountain (400) Precinct	6 days	Wed 7/16/03	Wed 7/23/03	Carol Campbell

ID	Task Name	Duration	Start	Finish	Resource Names
939	Estimated delivery time for portable radios for South Mountain (400) precinct	90 edays	Fri 7/25/03	Thu 10/23/03	Motorola
940	Estimated delivery time for portable radio accessories for South Mountain (400) precinct	90 edays	Tue 7/29/03	Mon 10/27/03	Motorola
941	Program 301 portable radios for South Mountain (400) Precinct training	14 days	Mon 12/1/03	Thu 12/18/03	I.T.D. Radio Shop
942	Training for South Mountain (400) Precinct Squad 41F	1 day	Fri 12/19/03	Fri 12/19/03	Police Academy
943	Training for South Mountain (400) Precinct Squad 44F	1 day	Fri 12/26/03	Fri 12/26/03	Police Academy
944	Training for South Mountain (400) Precinct Squad 41B / 42F	1 day	Fri 1/2/04	Fri 1/2/04	Police Academy
945	Training for South Mountain (400) Precinct Squad 42B / 42J / 45S / 43J / 42A / 43G / 41K	5 days	Tue 1/6/04	Mon 1/12/04	Police Academy
946	Training South Mountain (400) Precinct Squads 44B / 43X / 44S / 44X / 43B / 41G / 43K	5 days	Tue 1/13/04	Mon 1/19/04	Police Academy
947	Training for South Mountain (400) Precinct Squads 44A / 41X / 43F / 40Z / Makeups / 44K / 41J / 43A / 41A / Makeups / 41Z / 42G / 44G	4 days	Tue 1/20/04	Fri 1/23/04	Police Academy
948	Training for South Mountain (400) Precinct Squads 41A / Makeups / 41Z / 42G / 44G	4 days	Tue 1/27/04	Fri 1/30/04	Police Academy
949	Validate mobile radio order quantities and configuration for South Mountain (400) Precinct	14 days	Fri 8/15/03	Wed 9/3/03	Carol Campbell[107%],Ken DuBois[107%]
950	Submit mobile radio order for South Mountain (400) Precinct transition	3 days	Wed 9/3/03	Mon 9/8/03	Dave Scott[133%]
951	Submit W3 mobile radios orders for South Mountain (400) Precinct transition	4 days	Tue 9/9/03	Fri 9/12/03	Dave Scott
952	Provide list of mobile unit IDs for South Mountain (400) Precinct transition	10 days	Mon 12/29/03	Mon 1/12/04	Police
953	Estimated delivery time for mobile radios for South Mountain (400) precinct	120 edays	Fri 9/12/03	Sat 1/10/04	Motorola
954	Program 173 mobile radios for South Mountain (400) Precinct transition	13 days	Mon 1/12/04	Wed 1/28/04	I.T.D. Radio Shop
955	Program 6 hidden (W3 Type) radios for South Mountain (400) precinct transition	1 day	Wed 1/28/04	Wed 1/28/04	I.T.D. Radio Shop
956	Install 173 mobile radios (est. 25 per day) for South Mountain (400) Precinct transition	10 days	Thu 1/29/04	Wed 2/11/04	I.T.D. Radio Shop, Ken Du BOIS, Contract Installers, Site Equip. Coordinators
957	Install 6 hidden (W3 Type) radio installs (6 days) for South Mountain (400) precinct transition	6 days	Wed 2/4/04	Wed 2/11/04	I.T.D. Radio Shop, Ken Du BOIS, Contract Installers, Site Equip. Coordinators
958	Transition South Mountain (400) Precinct	1 day	Thu 2/12/04	Thu 2/12/04	

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ID	Task Name	Duration	Start	Finish	Resource Names
959	Transition of 800 (Maryvale Precinct) (255 P, 131 M)	164 days	Wed 7/16/03	Mon 3/1/04	ITD Radio Shop, Equipment Coordinators, Kenneth Du Bois
960	Validate portable radio order quantities and accessories for Maryvale (800) Precinct	7 days	Wed 7/16/03	Thu 7/24/03	Carol Campbell, Ken Dubois
961	Submit portable radio orders for Maryvale (800) Precinct	1 day	Fri 7/25/03	Fri 7/25/03	Dave Scott
962	Order portable radios accessories for Maryvale (800) Precinct	3 days	Wed 8/13/03	Fri 8/15/03	Dave Scott
963	Provide List of PD serial no.s for Maryvale (800) Precinct	1 day	Wed 7/30/03	Wed 7/30/03	Carol Campbell
964	Estimated delivery time for portable radios for Maryvale (800) precinct	90 edays	Fri 7/25/03	Thu 10/23/03	Motorola
965	Estimated delivery time for portable radio accessories for Maryvale (800) precinct	90 edays	Fri 8/15/03	Thu 11/13/03	Motorola
966	Program 255 portable radios for Maryvale (800) Precinct training	14 days	Mon 12/1/03	Thu 12/18/03	I.T.D. Radio Shop
967	Training for Maryvale (800) Precinct Squad 81F	1 day	Fri 12/19/03	Fri 12/19/03	Police Academy
968	Training for Maryvale (800) Precinct Squad 81K	1 day	Fri 12/26/03	Fri 12/26/03	Police Academy
969	Training for Maryvale (800) Precinct Squad 82B	1 day	Fri 1/2/04	Fri 1/2/04	Police Academy
970	Training for Maryvale (800) Precinct Squads 83B / 82J / 87S / 81B / 82K / 83J	5 days	Tue 1/6/04	Mon 1/12/04	Police Academy
971	Training for Maryvale (800) Precinct Squads 82A / 83K / 86S / 83X / 86Z / 82G	4 days	Tue 1/13/04	Fri 1/16/04	Police Academy
972	Training for Maryvale (800) Precinct Squads 81J / Makeups / 81A / 83F	4 days	Tue 1/20/04	Fri 1/23/04	Police Academy
973	Training for Maryvale (800) Precinct Squads 83A / 82F / Makeups	4 days	Tue 1/27/04	Fri 1/30/04	Police Academy
974	Training for Maryvale (800) Precinct Squads 83G / 81X	1 day	Wed 2/4/04	Wed 2/4/04	Police Academy
975	Training for Maryvale (800) Precinct Squad 82X / Makeups	1 day	Wed 2/11/04	Wed 2/11/04	Police Academy
976	Validate mobile radio order quantities and configuration for Maryvale (800) Precinct transition	14 days	Fri 8/15/03	Wed 9/3/03	Carol Campbell [107%], Ken Dubois [107%]
977	Submit mobile radio order for Maryvale (800) Precinct transition	2 days	Thu 9/4/03	Fri 9/5/03	Dave Scott
978	Submit mobile radio order for W3 type radios for Maryvale (800) Precinct Transition	4 days	Tue 9/9/03	Fri 9/12/03	Dave Scott

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ID	Task Name	Duration	Start	Finish	Resource Names
979	Provide list of mobile unit IDs for Maryvale (800) Precinct transition	5 days	Mon 12/29/03	Fri 1/2/04	Police
980	Estimated delivery time for mobile radios for Maryvale (800) precinct	120 edays	Fri 9/5/03	Sat 1/3/04	Motorola
981	Program 131 mobile radios for transition of Maryvale (800) Precinct	20 days	Mon 1/5/04	Fri 1/30/04	I.T.D. Radio Shop
982	Install 131 mobile radios (est. 25 per day) for Maryvale (800) Precinct transition	20 days	Tue 2/3/04	Mon 3/1/04	I.T.D. Radio Shop, Ken Du Bois, Contract Installers, Site Equip. Coordinators
983	Transition of Maryvale (800) Precinct	0 days	Mon 3/1/04	Mon 3/1/04	
984	Transition of 500 (Central City Precinct) (261 P, 132 M)	150 days	Mon 8/18/03	Fri 3/12/04	ITD Radio Shop, Equipment Coordinators, Kenneth Du Bois
985	Validate portable radio order quantities and accessories for Central City (500) Precinct	5 days	Mon 8/18/03	Fri 8/22/03	Carol Campbell, Ken DuBois
986	Submit portable radio orders for Central City (500) Precinct	5 days	Fri 10/10/03	Fri 10/17/03	Dave Scott
987	Order portable radio accessories for Central City (500) Precinct	10 days	Fri 10/17/03	Thu 10/30/03	Dave Scott
988	Estimated delivery time for portable radios for Central City (500) Precinct	90 edays	Fri 10/17/03	Thu 1/15/04	Motorola
989	Estimated delivery time for portable radio accessories for Central City (500) Precinct	90 edays	Thu 10/30/03	Wed 1/28/04	Motorola
990	Provide List of PD serial no.s for Central City (500) Precinct	6 days	Wed 1/7/04	Thu 1/15/04	Ken DuBois
991	Program 261 portable radios for Central City (500) Precinct transition	13 days	Thu 1/15/04	Tue 2/3/04	I.T.D. Radio Shop
992	Training for Central City (500) Precinct Squads 51X / 53A / 51B / 53J / 51F	5 days	Tue 2/3/04	Mon 2/9/04	Police Academy
993	Training for Central City (500) Precinct Squads 52X / 53X / 53G / 53B / 52A / 53F	4 days	Tue 2/10/04	Fri 2/13/04	Police Academy
994	Training for Central City (500) Precinct Squads 56S / 51G / 51A / 52J / 52B / 52G / 52K	5 days	Tue 2/17/04	Mon 2/23/04	Police Academy
995	Training for Central City (500) Precinct Squads 51J / 57S / 53K / 52F / Makeups / 51K	5 days	Tue 2/24/04	Mon 3/1/04	Police Academy
996	Validate mobile radio order quantities and configuration for Central City (500) Precinct	1 day	Thu 10/16/03	Thu 10/16/03	Carol Campbell, Ken DuBois
997	Submit mobile radio order for Central City (500) Precinct transition	1 day	Thu 10/16/03	Thu 10/16/03	Dave Scott
998	Estimated delivery time for mobile radios for Central City (500) Precinct	120 edays	Thu 10/16/03	Fri 2/13/04	Motorola

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ID	Task Name	Duration	Start	Finish	Resource Names
999	Provide list of mobile unit ID's for Central City (500) Precinct transition	10 days	Mon 2/9/04	Mon 2/23/04	Police
1000	Program 132 mobile radios for transition of Central City (500) Precinct	5 days	Mon 2/23/04	Mon 3/1/04	I.T.D. Radio Shop
1001	Install 132 mobile radios (est. 25 per day) for Central City (500) Precinct	10 days	Mon 3/1/04	Fri 3/12/04	I.T.D. Radio Shop, Ken Du Bois, Contract Installers, Site Equipment Coordinators
1002	Transition of Central City (500) Precinct	0 days	Fri 3/12/04	Fri 3/12/04	
1003	<b>Transition of 700 (Squaw Peak Precinct) (237 P, 119 M)</b>	<b>160 days</b>	<b>Mon 8/18/03</b>	<b>Fri 3/26/04</b>	<b>ITD Radio Shop, Equipment Coordinators, Kenneth Du Bois</b>
1004	Validate portable radio order quantities and accessories for Squaw Peak (700) Precinct	5 days	Mon 8/18/03	Fri 8/22/03	Carol Campbell, Ken DuBois
1005	Submit portable radio orders for Squaw Peak (700) Precinct	5 days	Fri 10/10/03	Fri 10/17/03	Dave Scott
1006	Order portable radio accessories for Squaw Peak (700) Precinct	10 days	Fri 10/17/03	Thu 10/30/03	Dave Scott
1007	Estimated delivery time for portable radios and accessories for Squaw Peak (700) Precinct	90 edays	Fri 10/17/03	Thu 1/15/04	
1008	Estimated delivery time for portable radio accessories for Squaw Peak (700) Precinct	90 edays	Thu 10/30/03	Wed 1/28/04	
1009	Provide List of PD serial no.s for Squaw Peak (700) Precinct	6 days	Wed 1/7/04	Thu 1/15/04	Carol Campbell
1010	Program 237 portable radios for Squaw Peak (700) Precinct transition	13 days	Thu 1/15/04	Tue 2/3/04	I.T.D. Radio Shop
1011	Training for Squaw Peak (700) Precinct Squads 73X / 73F / 72J / 73A / 71A / 73K / 71G	5 days	Tue 2/3/04	Mon 2/9/04	Police Academy
1012	Training for Squaw Peak (700) Precinct Squads 71J / 73B / 71B / 72G	4 days	Tue 2/10/04	Fri 2/13/04	Police Academy
1013	Training for Squaw Peak (700) Precinct Squads 76S / 71F / 72X / 73G / 72B / 72K / 71K	5 days	Tue 2/17/04	Mon 2/23/04	Police Academy
1014	Training for Squaw Peak (700) Precinct Squads 71X / Makeups / 73J / 72A / 72F	5 days	Tue 2/24/04	Mon 3/1/04	Police Academy
1015	Validate mobile radio order quantities and configuration for Squaw Peak (700) Precinct	1 day	Thu 10/16/03	Thu 10/16/03	Carol Campbell, Ken DuBois
1016	Submit mobile radio order for Squaw Peak (700) Precinct transition	1 day	Thu 10/16/03	Thu 10/16/03	Dave Scott
1017	Estimated delivery time for mobile radios for Squaw Peak (700) Precinct	120 edays	Thu 10/16/03	Fri 2/13/04	Motorola
1018	Provide list of mobile unit ID's for Squaw Peak (700) Precinct transition	10 days	Mon 2/2/04	Mon 2/16/04	Police

ID	Task Name	Duration	Start	Finish	Resource Names
1019	Program 119 mobile radios for transition of Squaw Peak (700) Precinct	20 days	Mon 2/16/04	Mon 3/15/04	I.T.D. Radio Shop
1020	Install 119 mobile radios (est. 25 per day) for Squaw Peak (700) Precinct	10 days	Mon 3/15/04	Fri 3/26/04	I.T.D. Radio Shop, Ken Du Bois, Contract Installers, Site Equipment Coordinators
1021	Transition of Squaw Peak (700) Precinct	0 days	Fri 3/26/04	Fri 3/26/04	
1022	Transition of 900 (Cactus Park Precinct) (279 P, 137 M)	113 days	Wed 11/5/03	Fri 4/9/04	ITD Radio Shop, Equipment Coordinators, Kenneth Du Bois
1023	Validate portable radio order quantities and accessories for Cactus Park (900) Precinct	5 days	Wed 11/5/03	Wed 11/12/03	Carol Campbell, Ken Du Bois
1024	Submit portable radio orders for Cactus Park (900) Precinct	5 days	Wed 11/12/03	Wed 11/19/03	Dave Scott
1025	Order portable radio accessories for Cactus Park (900) Precinct	5 days	Wed 11/12/03	Wed 11/19/03	Dave Scott
1026	Estimated delivery time for portable radios and accessories for Cactus Park (900) Precinct	90 edays	Wed 11/19/03	Tue 2/17/04	
1027	Provide List of PD serial no.s for Cactus Park (900) Precinct	6 days	Mon 2/9/04	Tue 2/17/04	Carol Campbell
1028	Program 279 portable radios for Cactus Park (900) Precinct transition	10 days	Tue 2/17/04	Tue 3/2/04	I.T.D. Radio Shop
1029	Training for Cactus Park (900) Precinct Squads 91A / 92J / 91J / 94X / 93B / 91G	4 days	Tue 3/2/04	Fri 3/5/04	Police Academy
1030	Training for Cactus Park (900) Precinct Squads 92A / 93J / 96S / 91F / 91B / 92F / 92K	5 days	Tue 3/9/04	Mon 3/15/04	Police Academy
1031	Training for Cactus Park (900) Precinct Squads 92B / 93F / 91X / 93G / 93X / 92G / 91K	5 days	Tue 3/16/04	Mon 3/22/04	Police Academy
1032	Training for Cactus Park (900) Precinct Squads 93A / 93K / Makeups	1 day	Fri 3/26/04	Fri 3/26/04	Police Academy
1033	Validate mobile radio order quantities and configuration for Cactus Park (900) Precinct	5 days	Fri 11/14/03	Fri 11/21/03	Carol Campbell, Ken Du Bois
1034	Submit mobile radio order for Cactus Park (900) Precinct transition	1 day	Fri 11/21/03	Sun 11/23/03	Dave Scott
1035	Estimated delivery time for mobile radios for Cactus Park (900) Precinct	120 edays	Sun 11/23/03	Mon 3/22/04	
1036	Provide list of mobile unit ID's for Cactus Park (900) Precinct transition	10 days	Mon 3/8/04	Mon 3/22/04	Police
1037	Program 137 mobile radios for transition of Cactus Park (900) Precinct	5 days	Mon 3/22/04	Mon 3/29/04	I.T.D. Radio Shop
1038	Install 137 mobile radios (est. 25 per day) for Cactus Park (900) Precinct	10 days	Mon 3/29/04	Fri 4/9/04	I.T.D. Radio Shop, Ken Du Bois, Contract Installers, Site Equipment Coordinators

ID	Task Name	Duration	Start	Finish	Resource Names
1039	Transition of Cactus Park (900) Precinct	0 days	Fri 4/9/04	Fri 4/9/04	
1040	Transition of 600 (Desert Horizon Precinct) (242 P, 107 M)	138 days	Wed 10/15/03	Fri 4/23/04	I.T.D. Radio Shop, Equipment Coordinators, Kenneth Du Bois
1041	Validate portable radio order quantities and accessories for Desert Horizon (600) Precinct	6 days	Wed 10/15/03	Tue 10/21/03	Carol Campbell[83%], Ken DuBois[83%]
1042	Submit portable radio orders for Desert Horizon (600) Precinct	5 days	Wed 11/12/03	Wed 11/19/03	Dave Scott
1043	Order portable radio accessories for Desert Horizon (600) Precinct	5 days	Wed 11/12/03	Wed 11/19/03	Dave Scott
1044	Estimated delivery time for portable radios and accessories for Desert Horizon (600) Precinct	90 edays	Wed 11/19/03	Tue 2/17/04	
1045	Provide List of PD serial no.s for Desert Horizon (600) Precinct	6 days	Mon 2/9/04	Tue 2/17/04	Carol Campbell
1046	Program 242 portable radios for Desert Horizon (600) Precinct transition	10 days	Tue 2/17/04	Tue 3/2/04	I.T.D. Radio Shop
1047	Training for Desert Horizon (600) Precinct Squads 61A / 62J / 63A / 61J / 62X / 62K	4 days	Tue 3/2/04	Fri 3/5/04	Police Academy
1048	Training for Desert Horizon (600) Precinct Squads 63X / 61F / 67S / 63K / 61B / 63G / 61K	5 days	Tue 3/9/04	Mon 3/15/04	Police Academy
1049	Training for Desert Horizon (600) Precinct Squads 62A / 62F / 66S / 61X / 63F / 63J	5 days	Tue 3/16/04	Mon 3/22/04	Police Academy
1050	Training for Desert Horizon (600) Precinct Squads 62B / Makeups / 63B / 62G	4 days	Tue 3/23/04	Fri 3/26/04	Police Academy
1051	Training for Desert Horizon (600) Precinct Squad 61G / Makeups	1 day	Tue 3/30/04	Tue 3/30/04	Police Academy
1052	Validate mobile radio order quantities and configuration for Desert Horizon (600) Precinct	5 days	Fri 11/28/03	Fri 12/5/03	Carol Campbell, Ken DuBois
1053	Submit mobile radio order for Desert Horizon (600) Precinct transition	1 day	Fri 12/5/03	Sun 12/7/03	Dave Scott
1054	Estimated delivery time for mobile radios for Desert Horizon (600) Precinct	120 edays	Sun 12/7/03	Mon 4/5/04	
1055	Provide list of mobile unit ID's for Desert Horizon (600) Precinct transition	10 days	Mon 3/22/04	Mon 4/5/04	Police
1056	Program 107 mobile radios for transition of Desert Horizon (600) Precinct	5 days	Mon 4/5/04	Mon 4/12/04	I.T.D. Radio Shop
1057	Install 107 mobile radios (est. 25 per day) for Desert Horizon (600) Precinct	10 days	Mon 4/12/04	Fri 4/23/04	I.T.D. Radio Shop, Ken Du Bois, Contract installers, Site Equipment Corridors
1058	Transition of Desert Horizon (600) Precinct	0 days	Fri 4/23/04	Fri 4/23/04	

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ID	Task Name	Duration	Start	Finish	Resource Names
1059	Transition of NRB (302 E. Union Hills) (161 P, 74 M)	116 days	Fri 11/28/03	Fri 5/7/04	ITD Radio Shop, Equipment Coordinators, Kenneth Du Bois
1060	Validate portable radio order quantities and accessories for NRB (302 E. Union Hills)	5 days	Fri 11/28/03	Fri 12/5/03	Carol Campbell, Ken Dubois
1061	Submit portable radio orders for NRB (302 E. Union Hills)	1 day	Fri 12/5/03	Sat 12/6/03	Dave Scott
1062	Order portable radio accessories for NRB (302 E. Union Hills)	1 day	Fri 12/5/03	Sat 12/6/03	Dave Scott
1063	Estimated delivery time for portable radios and accessories for NRB (302 E. Union Hills)	90 edays	Sat 12/6/03	Fri 3/5/04	
1064	Provide List of PD serial no.s for NRB (302 E. Union Hills)	6 days	Thu 2/26/04	Fri 3/5/04	Carol Campbell
1065	Program 161 portable radios for NRB (302 E. Union Hills) transition	10 days	Fri 3/5/04	Fri 3/19/04	I.T.D. Radio Shop
1066	Estimated training dates for NRB (302 E. Union Hills)	20 days	Fri 3/19/04	Thu 4/15/04	Police Academy
1067	Validate mobile radio order quantities and configuration for NRB (302 E. Union Hills) transition	5 days	Fri 12/12/03	Fri 12/19/03	Carol Campbell, Ken Dubois
1068	Submit mobile radio order for NRB (302 E. Union Hills) transition	1 day	Fri 12/19/03	Sun 12/21/03	Dave Scott
1069	Estimated delivery time for mobile radios for NRB (302 E. Union Hills)	120 edays	Sun 12/21/03	Mon 4/19/04	
1070	Provide list of mobile unit ID's for NRB (302 E. Union Hills) transition	10 days	Mon 4/5/04	Mon 4/19/04	Police
1071	Program 74 mobile radios for transition of NRB (302 E. Union Hills)	5 days	Mon 4/19/04	Mon 4/26/04	I.T.D. Radio Shop
1072	Install 74 mobile radios (est. 25 per day) for NRB (302 E. Union Hills)	10 days	Mon 4/26/04	Fri 5/7/04	I.T.D. Radio Shop, Ken Du Bois, Contract Installers, Site Equipment Coordinators
1073	Transition of NRB (302 E. Union Hills)	0 days	Fri 5/7/04	Fri 5/7/04	
1074	Transition of SRB / LSB / OCB (at Southern Command Station) (264 P, 90 M)	121 days	Fri 12/5/03	Fri 5/21/04	ITD Radio Shop, Equipment Coordinators, Kenneth Du Bois
1075	Validate portable radio order quantities and accessories for SRB / LSB / OCB (at Southern Command Station)	5 days	Fri 12/5/03	Fri 12/12/03	Carol Campbell, Ken Dubois
1076	Submit portable radio orders for SRB / LSB / OCB (at Southern Command Station)	1 day	Fri 12/12/03	Sat 12/13/03	Dave Scott
1077	Order portable radio accessories for SRB / LSB / OCB (at Southern Command Station)	1 day	Fri 12/12/03	Sat 12/13/03	Dave Scott
1078	Estimated delivery time for portable radios and accessories for SRB / LSB / OCB (at Southern Command Station)	90 edays	Sat 12/13/03	Fri 3/12/04	